



CITY OF SAVANNAH - PURCHASING DEPARTMENT
P.O. Box 1027 · Bull & Bay Streets
Savannah, Georgia 31402
(912) 651-6425 · Fax (912) 651-6855
TDD Customer Service Desk · (912) 651-6702

DATE: September 8, 2005

TO: All Prospective Proposers

**SUBJECT: Addendum #1 Installation of Armillary Sundial in Troup Square
RFP No. 05. 291**

The bid opening date remains **Tuesday, September 13, 2005** at 1:30 P.M. . This addendum is being issued to provide the required bid forms. Please see the attached forms.

We appreciate your interest in doing business with the City of Savannah and hope that you will respond to this solicitation.

Sincerely,

Margaret H. Joyner
Purchasing Director

Section 01137

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____, as Surety, are held firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, as Obligee, in the sum of: _____ DOLLARS (\$_____), lawful money of the United States of America, for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents,

SIGNED, SEALED AND DATED this ___ day of ____, 200__.

WHEREAS, Principal is herewith submitting its Proposal to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia, for the

The condition of this obligation is such that if the Principal shall permit said Proposal to remain in full force and effect for a period of sixty (60) calendar days following the opening of the bids for such work, and if within said period the Principal shall, within ten (10) days after receipt of contract documents, enter into a contract and furnish a Performance Bond and Payment Bond in accordance with terms of said Proposal then this obligation shall be null and void; but if the Principal shall fail to do any one or more of such things, this obligation shall be in force and effect, and the Principal and Surety shall promptly pay to the Obligee, as agreed liquidated damages, the full sum above stated.

SIGNED, SEALED AND DELIVERED this ___ day of ____, 200__.
(Principal must indicate whether corporation, partnership or individual.)

Witnessed:

Principal (Seal)

BY: _____

TITLE: _____
(If a corporation, a raised corporate seal must be affixed)

Surety

Attach Copy of Power of Attorney

As to the Surety

BY: _____ (SEAL)
Its Attorney in Fact

BY: _____
Attorney in Fact/Georgia Agent

Section 01210

**CONTRACT BOND
PAYMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, (hereinafter called Principal), and _____, a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this ___ day of ____ 200 __, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said _____ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the _____, a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, _____, shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said

contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____,
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said _____,
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this __ day of _____, 200__.

SIGNED, SEALED AND DELIVERED

In the presence of:

_____(SEAL)
PRINCIPAL

BY: _____

ATTEST: _____

As to the Principal

Surety

BY: _____(SEAL)
Its Attorney in Fact

As to the Surety

BY: _____
Attorney in Fact/Georgia Resident
Agent

(If a corporation, a raised corporate seal must be affixed.)

Section 01205

**CONTRACT BOND
PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, (hereinafter called Principal), and _____, a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this ___ day of ____ 200 __, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said _____ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the _____, a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, _____, shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said

contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____,
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said _____,
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this __ day of _____, 200__.

SIGNED, SEALED AND DELIVERED

In the presence of:

_____(SEAL)
PRINCIPAL

BY: _____

ATTEST: _____

As to the Principal

Surety

BY: _____(SEAL)
Its Attorney in Fact

As to the Surety

BY: _____
Attorney in Fact/Georgia Resident
Agent

(If a corporation, a raised corporate seal must be affixed.)