

**CITY OF JACKSONVILLE**  
DEPARTMENT OF PROCUREMENT  
ST. JAMES CITY HALL, SUITE 335  
JACKSONVILLE, FLORIDA 32202-3469

**Addendum Number:** FOUR (4)

**Bid Number:** CP-0097-07

**Title of Bid:** PUTNAM/HUDNALL AREA DRAINAGE (Cost \$60.00)

**Opening Date and Time:** 8/22/2007 2:00 P.M.


This addendum is issued for the information of bidders on the above titled project and will be part of the contract.

THE PURPOSE OF THIS ADDENDUM IS TO "REVISE" THE BID BOND AND PERFORMANCE AND PAYMENT BOND ISSUE ON ADDENDUM ONE.

AS SPECIFIED IN "SECTION 31" OF THE BID SPECIFICATIONS: BID BOND AND PERFORMANCE AND PAYMENT BONDS "ARE REQUIRED".

BID BOND: A 5% BID BOND " IS REQUIRED AT THE TIME OF BID OPENING AND MUST BE SUBMITTED IN YOUR SEALED ENVELOPE. (SEE ATTACHED BID BOND FORM)

PEERFORMANCE AND PAYMENT BOND: A 100% PERFORMANCE AND PAYMENT BOND " WILL BE REQUIRED FROM THE SUCCESSFUL VENDOR.

Date: 8/7/2007 Buyer: MARTHA ARNETT 

ACKNOWLEDGE RECEIPT BY RETURN OF SIGNED COPY WITH BID.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

SECTION 10  
CITY OF JACKSONVILLE, FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as  
Principal and \_\_\_\_\_ as  
Surety, are hereby held and firmly bound unto the City of  
Jacksonville, Florida, in the sum of \_\_\_\_\_  
dollars (\$\_\_\_\_\_) as liquidated damages for payment of  
which, well and truly to be made, we hereby jointly and severally  
bind ourselves, our heirs, executors, administrators, successors  
and assigns.

The Conditions of the above obligation are such that whereas  
the Principal has submitted to the City of Jacksonville, Florida,  
a certain Proposal attached hereto and hereby made part hereof, to  
enter into a Contract Agreement in writing, for construction of  
\_\_\_\_\_.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or withdrawn as provided in the Instructions to Bidders attached hereto or, in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall sign and deliver a formal contract document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Bonds required by Section 12 of the Contract Documents in the amount equal to one hundred percent (100%) of the base bid within ten (10) consecutive days after the receipt of said contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which

such Proposal may be accepted, and said Surety does hereby waive notice of any such extension.

The sum herein stated shall be due and payable to the City of Jacksonville, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Jacksonville, Florida in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said \_\_\_\_\_, as "Principal" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_ as "Surety" herein, has caused these presents to be signed in its name by its \_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
AS PRINCIPAL (SEAL)

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

**Signed, Sealed and Delivered  
in the presence of:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_  
By \_\_\_\_\_  
AS SURETY

Please know that it is the contractor's sole responsibility to reconcile the electronic data with the hard copy bid documents. This is provided for informational purpose only and it is not considered to be a part of the bid documents and the contractor shall hold Harmless the City and our consultants for any defects in the electronic files.

1 copy of an electronic Cad File(s) for Putnam/Hudnall Area Drainage Improvements, Bid No. CP0097-07, subject to the terms listed below.

By accepting this electronic file(s) you agree to be bound by the terms of this agreement. Please read this agreement before coping or installing this electronic transfer file, contained on the enclosed electric media. In accepting and utilizing any drawings or, other data on any form of electric media generated and/or provided by City of Jacksonville (hereafter referred to as "COJ") here in after referred to as the "USER" agrees that all such drawings and data are instruments of service of "COJ", who shall be deemed the owner of the drawings and data , and shall retain all common law, statutory law and other rights. The "USER" hereby agrees to waive all claims against "COJ" resulting in any way from any unauthorized changes or reuse of the drawings and data contained on the electric transfer media. The electric file(s) are protected by copyright laws and international treaty provisions and may only be used in accordance with this agreement. In addition, the "USER" agrees, to the fullest extent permitted by law, to indemnify and hold "COJ", from any damage, liability or cost, including reasonable attorneys' fees and cost of defense, arising from any changes made by anyone other than "COJ", or from any reuse of the drawings or data without prior written consent of "COJ". Under no circumstances shall transfer of drawings and other instruments of service on electronic media be deemed a sale by "COJ", makes no warranties, either express or implied, of the merchantability and fitness for any particular purpose. "COJ", shall not be liable for special, incidental, consequential or other damages, even if "COJ: is advised or aware of the possibility or such damages. This means that "COJ" shall not be responsible or liable for lost profits or revenues, or for damages or costs incurred as a result of the loss of time, data or use of the electric file. Data contain herein may be subject to change without notice. Responsibility for the accuracy is solely that of the user. These "**Conditions of Use**" shall be supplied to all users of this data.

**Signed and sealed documents take precedence over magnetic or electronically stored medium.**

If the User cannot agree to these terms then the User is not authorized to use the data and is asked to please return all electronic data files to the following address:  
City of Jacksonville Department of Procurement, 117 W. Duval St., Suite 335 3<sup>rd</sup> Floor-City Hall at St. James, Jacksonville, Florida 32202