

ADDENDUM NUMBER ONE  
TO  
REQUEST FOR BIDS, CONTRACT DOCUMENTS, CONSTRUCTION  
SPECIFICATIONS AND DRAWINGS  
FOR CONSTRUCTION OF

LAKE GALE ROAD IMPROVEMENTS  
FOR  
CITY OF MIDWAY

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING ITS NUMBER IN THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT BONA FIDE PROPOSERS TO DISQUALIFICATION. THIS ADDENDUM FORMS A PART OF THE PROJECT DOCUMENTS; IT MODIFIES THEM AS FOLLOWS:

BID DOCUMENTS:

1. Please replace the bid bond in the published documents with the attached bid bond. The attached bid bond form has been revised to reflect that the bid bond is in favor of the city of Midway.
2. Independent testing firms are required by the specifications. Please review the specifications for testing requirements.

LIBERTY COUNTY, GEORGIA

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Georgia with its principal offices in City of Midway and authorized to do business in the State of Georgia, are held and firmly bound unto the CITY OF MIDWAY, GEORGIA in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of THE CITY OF MIDWAY, GEORGIA, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, THE CITY OF MIDWAY, GEORGIA, a Bid for furnishing materials, labor and equipment for:

LAKE GALE ROAD IMPROVEMENTS  
FOR  
THE CITY OF MIDWAY

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by THE CITY OF MIDWAY, GEORGIA, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to THE CITY OF MIDWAY, GEORGIA, each in an amount of 100% of the total contract price, in form and with security satisfactory to said THE CITY OF MIDWAY, GEORGIA, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the CITY OF MIDWAY, GEORGIA, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.