



IFB 76384-ADV REMOVAL –
ADDENDUM 2
Issued: October 8, 2024

NEW ITEMS FOR THIS ITB:

1. **PERFORMANCE AND PAYMENT BONDS:** The successful Bidder shall provide the County with an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount plus ten percent (10%), with the County of Northumberland as obligee. The surety shall be a company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by County Administration. Standard bond forms will be provided by the County in the solicitation document or at the time of award.
2. **BID BOND OR GUARANTEE:** Bids in excess of \$100,000 shall be accompanied by a bid bond or guaranty of five percent (5%) of the amount of the bid, which shall be a certified check, cashier's check, or a bid bond payable to the Treasurer of the County of Northumberland, Virginia. The sureties of all bonds shall be a surety company or companies that are approved by the State and are authorized to transact business in the County. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of sixty (60) days following the opening of bids; and that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bid and Purchase Order or Contract. The bid guarantee will be returned upon award of contract.

ALTERNATE FORMS OF SECURITY: If approved by the County Attorney, a Bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the solicitation, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____,
as Principal, and _____, as Surety, acknowledge ourselves held and firmly
bound unto the County of Northumberland, Virginia, in the just and full sum of **(5%)** percent of the maximum
amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, 2024, for
_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for
the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract
and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof,
between the amount specified in said bid and the amount for which the Obligee may legally contract with another
party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation
shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals,
respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this
_____ day of _____, 2024.

CONTRACTOR

SURETY

BY _____

BY _____

Signature of Authorized Owner, Partner, or Officer

Attorney In Fact

Attach Original Power of Attorney

PERFORMANCE

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Principal, and _____, as Surety, acknowledge ourselves held and firmly bound unto the County of Northumberland, Virginia as Obligee, in the amount of _____ dollars, (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _____ did, on the ____ day of _____, 2024, enter into a contract with the County of Northumberland, Virginia for the _____, which said contract is by reference made a part hereof, is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects promptly and faithfully comply with and fulfill all the terms and conditions of said contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any change, alteration, or addition to the terms of the Contractor extension of time made by Northumberland County. Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly: 1. Complete the Contract in accordance with its terms and conditions, or 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, of the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages

for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price”, as used in this paragraph, shall mean the total amount payable by the Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal. It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract; provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following the date of final acceptance of the completed project by Northumberland County. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators, or successors of Oblige.

SIGNED AND SEALED this ____ day of _____, 2024.

CONTRACTOR/PRINCIPAL

SURETY

BY _____

Signature of Authorized Owner, Partner, or Officer

BY _____

Attorney In Fact

Attach Original Power of Attorney

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, as Principal, and _____, as Surety, acknowledge ourselves held and firmly bound unto the County of Northumberland, Virginia as Oblige in the amount of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _____ did, on the _____ day of _____, 2024, enter into a contract with the County of Northumberland, Virginia, for the _____, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; OTHERWISE, it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or

materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the following: The Principal, the County, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, County and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- C. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this _____ day of _____, 2024.

CONTRACTOR/PRINCIPAL

SURETY

BY _____

BY

Signature of Authorized Owner, Partner, or Officer

Attorney In Fact