



**Deer Park Emergency Operations Center Expansion and Police Department
Renovation**

Project ID # 3838-19-2

ADDENDUM NO. 02

19 September 2022

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- Section 11 – Maintenance & Warranty Bond Form



TO: ALL PROPOSERS OF RECORD

ADDENDUM NO.2 to Drawings and Specifications dated August 15, 2022 for Deer Park EOC Expansion and PD Renovation, Deer Park, Texas; as prepared by PGAL, 3131 Briarpark, Suite 200, Houston, Texas.

ADDENDUM NO.2 shall hereby become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revision, changes, and modifications change the original Contract Documents only in the amount and to the extent herein after specified and set forth in this **ADDENDUM NO. 2**.

Each Proposer shall acknowledge receipt of **ADDENDUM NO.2** in appropriate space on the bid form.

PART 1 – SPECIFICATIONS

Replace the following specification section:

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Add the following specification section:

2. Section 11 – Maintenance & Warranty Bond Form

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MAINTENANCE & WARRANTY BOND

Date: _____

Penal Sum: \$ _____ and _____/100 U.S. Dollars

OBLIGEE:

City of Deer Park, Texas
710 E. San Augustine
Deer Park, Texas 77536

PRINCIPAL:

Name: _____

Address: _____

Phone: _____

SURETY:

Name: _____

Address: _____

Phone: _____

KNOW ALL BY THESE PRESENTS,

That we _____ as
Principal, and _____, a
Corporation of the State of _____, authorized to write Surety Bonds in the State of
Texas, as Surety, are jointly and severally held and firmly bound unto the City of Deer Park, Texas as
Obligee, in the Penal Sum of

_____ (\$ _____)

(Insert written amount of the cost of the improvements)

which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed, or caused to be constructed the following public
infrastructure (“Improvements”) in accordance with the approved construction plans and
specifications detailed in the Contract Documents, as set forth in the agreement between the Principal
and Obligee, (the “Contract Documents”) which are incorporated herein by reference:

[PROJECT NAME]

WHEREAS, the City of Deer Park requires the Principal to furnish a Maintenance and Warranty Bond
in the amount of the cost of the Improvements guarantying all workmanship and materials used to
construct the Improvements are free from any defect for a (2) two-year period beginning at the date

of Final Completion. The Warranty Bond guarantees that the Principal will repair, or cause to be repaired, to the original condition at acceptance for (2) two years from the date of Final Completion and acceptance by the City of Deer Park ("Warranty Period"), all defects in workmanship and material including any deterioration resulting from any defects in workmanship and materials of the Improvements, which may become apparent during the Warranty Period.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that,

1. The foregoing recitals and statements are each and all true and correct.
2. Whenever Principal shall be, and is declared by the Obligee to be, in default with respect to its warranty of the Improvements, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:
 - a. Not later than thirty (30) days following Surety's receipt of written notice that the Principal had failed or refused to correct or repair the defects, Surety shall commence and complete construction, re-construction, replacement or repair of the Improvements in accordance with the Contract Documents applicable to the original construction; or
 - b. Notify the City if writing, not later than thirty (30) days following Surety's receipt of written notice that the Principal has failed or refused to correct or repair the defects that the Surety elects not to complete, re-construct, replace or repair the Public Improvements. The Surety shall be obligated to pay the City, within the Penal Sum of the Bond, all loss, cost, and expense occasioned thereby. If the Surety fails to give such written notice, then it will be deemed to have elected not to complete, re-construct, replace, repair the Public Improvements, and shall be obligated to pay the City, within the Penal Sum of the Bond for all loss, cost, and expense occasioned thereby to complete, re-construct, replace or repair the Improvements.

In the event that Surety elects to proceed under 2(a) above, the contractor selected by Surety to perform such work shall be approved by Obligee, which approval shall not be unreasonably withheld.

3. If Surety does not proceed as provided in Paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 2.b, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, the Obligee shall be entitled to enforce any remedy available to the Obligee.
4. After the Obligee has terminated the Principal's right to complete corrections of all defects in materials or workmanship, and if Surety elects to act under Subparagraph 2.a. or b., above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Agreement. To the limit of the Penal Sum to mitigate costs and damages on the Agreement, Surety is obligated without duplication for:
 - a. the responsibilities of the Principal for correction of defective work; and

- b. actual damages, including but not limited to additional legal and design professional costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 2.
- 5. No alteration, modification or supplement to the Warranty or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.
- 6. The Principal and Surety shall not have any obligations under this Bond to correct, repair or replace any damage to the Improvements caused by any third parties or damage resulting from lack of proper maintenance of the Improvements.
- 7. The obligations of the Principal and Surety under this Bond shall terminate at the end of the Warranty Period and, at that time, this Bond shall become void and shall be of no further force or effect.

Signed, sealed and dated this _____ day of _____, 20_____.

PRINCIPAL:

Date: _____ By: _____

Name: _____

Title: _____

SURETY:

Date: _____ By: _____

Name: _____

Title: _____