



**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**ADDENDUM NO. 3  
TO  
INVITATION TO BID NO. CRA 2025-02  
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL  
BUILDING LOCATED AT 102 NW 5<sup>th</sup> AVENUE**

**APRIL 10, 2025**

**TO ALL PROPOSERS AND OTHERS CONCERNED**

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

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**UPDATED ATTACHMENT:**

Attached to Addendum No. 3 is a revised Sample Performance and Payment Bond. Please disregard the attachment from Addendum No. 1.

Attachment:

Revised Sample Performance and Payment Bond

**SAMPLE SURETY PERFORMANCE AND PAYMENT BOND**

Bond No \_\_\_\_\_

By this Bond, \_\_\_\_\_, as Principal, whose principal business address, phone number and email address are \_\_\_\_\_, as acting in the capacity of Contractor under that certain contract dated \_\_\_\_\_, 20\_\_\_\_. Between Principal and the Delray Beach Community Redevelopment Agency (Delray Beach CRA), whose principal address and phone number are \_\_\_\_\_ for the construction of:

**ITBC NO.: XX-XXXX  
TITLE  
PROJECT NO.: XX-XX**

(hereinafter referred to as "Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Performance and Payment Bond and \_\_\_\_\_, as Surety, whose principal office is located in Florida with its address and telephone number \_\_\_\_\_ the sum of (U.S. dollars) \$ \_\_\_\_\_, for payment of which the Principal and Surety bind their successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal shall:

1. Perform, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly make all payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays to the Delray Beach CRA any and all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Delray Beach CRA to correct Principal's default(s), and having failed to correct such default (s) within thirty (30) calendar days, **shall** be deemed to be in default fifteen (15) calendar days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Delray Beach CRA **shall** be entitled to enforce any remedy against Surety available to the Delray Beach CRA including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (1) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes and the Principal and Surety agree and acknowledge that the venue for any action brought against Principal and Surety shall lie in Palm Beach County, Florida.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
(Contractor Name)

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(President, Managing Partner, or Joint Venturer)

(SEAL)

SURETY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(CORPORATE SEAL)