



## **CITY OF LIBERTY PUBLIC WORKS**

### **2024 CITY OF LIBERTY FIRE HYDRANT REPLACEMENT PROJECT**

**BID NO. 2023-13**

### **ADDENDUM NUMBER 2**

**DATE: JANUARY 10, 2024**

#### **GENERAL**

The following changes, additions, or deletions shall be made to the following documents as indicated and all other conditions shall remain the same:

#### **1. CONTRACT DOCUMENTS**

- Remove sheet (19) and replace with sheet (19) marked Addendum no. 2, see attached.

## ARTICLE 5. PAYMENT PROCEDURES

The Engineer will prepare monthly Progress Payment Schedules based on measured progress of the work in accordance with Article 14 of the General Conditions and Supplementary General Conditions. Monthly Progress Payment Schedules will be processed for payment by the Owner as provided in the General Conditions.

## ARTICLE 6. NOTICES

Whenever any provision of the Contract Documents requires the giving of written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

## ARTICLE 7. MISCELLANEOUS

Terms used in this Agreement are defined in Article 1 of the General Conditions and Supplementary General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS HEREOF, the Owner and the Contractor have caused this Agreement to be executed the day and year first written above.

CITY OF LIBERTY  
STATE OF TEXAS

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary

(Affix Corporate Seal)

Address for giving notices:

City Manager  
City of Liberty  
1829 Sam Houston Street  
Liberty, Texas 77575

Address for giving notices:

End of Addendum Number 2

City of Liberty Public Works Director

Damon Jones

A handwritten signature in blue ink, appearing to read 'Damon Jones', is written over the printed name. The signature is stylized with a large loop and a long horizontal stroke extending to the right.