Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on Thursday, March 9, 2017 at 2:00PM, have been altered or further clarified as follows:

Project Clarification

1. Question: How will the schedule take place between the two projects?
   Answer: The City will work with the selected Contractors to put together a schedule and coordinate the two projects.

2. Question: Will the City hold to the amount of construction days listed in the bid documents?
   Answer: The City will be flexible with each Contractor to schedule the notice to proceed. The City realizes that some coordination effort for both Contractors is necessary since work will be performed in the same area. As a reminder, this is a working day schedule and is figured on a 5 day work week. The City will not charge a work day if weather doesn’t allow or a schedule conflict between items of work occurs.

3. Question: Is this project tax exempt?
   Answer: Yes, Once approved by the City Council, the City Clerk will issue the necessary tax exempt certificate to the chosen Contractor for the project.

4. Question: What part of the Drive will need to be rebuilt?
   Answer: The whole drive needs to be rebuilt (both upper and lower).

Replacement Form

This addendum includes the replacement of the bid bond (form 00430). Form 430 in the original bid packet has the incorrect bid due date due to the addendum #1.

NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Section 00410.
00430 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER:

SURETY:

OWNER:
City of Bonner Springs, Kansas
205 E. Second Street
Bonner Springs, Kansas 66012

BID
Bid Due Date:
Description: Wastewater Treatment Plant Clarifier #2 Gearbox Rehabilitation Project

BOND
Bond
Number:
Date:

Penal sum $ (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER (Seal)
Bidder’s Name and Corporate Seal
By: ______________________________
Signature
Print Name
Title
Attest: ____________________________
Signature
Title

SURETY (Seal)
Surety’s Name and Corporate Seal
By: ______________________________
Signature (Attach Power of Attorney)
Print Name
Title
Attest: ____________________________
Signature
Title
1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

1.02 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

1.03 This obligation shall be null and void if:
   a. Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   b. All Bids are rejected by Owner, or
   c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

1.04 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

1.05 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

1.06 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

1.07 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

1.08 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

1.09 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

1.10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

1.11 The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.