



ADDENDUM NO.2 TO THE CONTRACT DOCUMENTS

PROJECT: *Maintenance Yard Improvements & Sidewalk Extension*

BID NUMBER: *2017-1615*

DATE: *10/19/17*

YOU ARE HEREBY INSTRUCTED TO READ AND INCORPORATE THIS ADDENDUM
CONTENTS INTO THE BID SPECIFICATIONS AND CONTRACT DOCUMENTS

1. REPLACE: *Pages BB-1 in the bid packet with the attached BB-1*

a. This is to revise/clarify the bid bond bid due date for the project.

Sincerely,

Geoffrey LaCost, E.I.
Superintendent Town Public Works

Receipt of this Addendum must be acknowledged on the Bid Form.

COMPANY NAME: _____

RECEIVED BY: _____ DATE: _____

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

TOWN OF GARDNERVILLE:

1407 Highway 395 North
Gardnerville, Nevada 89410

BID

BID DUE DATE: November 1, 2017

PROJECT: Maintenance Yard Improvements & Sidewalk Extension. The work consists of PCC surface improvements, fencing, CMU block wall, storm drain improvements, and landscaping by the town staff.

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal) _____(Seal)
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature and Title Signature and Title
(Attach Power of Attorney)

Attest: _____ Attest: _____
Signature and Title Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Town of Gardnerville or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to TOWN OF GARDNERVILLE upon default of Bidder the penal sum set forth on the face of this Bond.
2. 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 TOWN OF GARDNERVILLE) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. TOWN OF GARDNERVILLE accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by TOWN OF GARDNERVILLE) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by TOWN OF GARDNERVILLE, or
 - 3.3 TOWN OF GARDNERVILLE 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).
4. Payment under this bond will be due and payable upon default by Bidder and Within 30 calendar days after receipt by Bidder and Surety of written notice of default from TOWN OF GARDNERVILLE, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by TOWN OF GARDNERVILLE and Bidder, provided that the 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.
6. 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.
7. 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.
8. Notice 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.
9. 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.
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 the Bond conflicts with any applicable provision of 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.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.