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**ADDENDUM NO. 04**

**Date:** March 22, 2021  
**Project Name:** Apron Design Phases 2 Through 6  
**Owner:** City of Clinton, MO  
**Garver Project No.** 19A15701

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto, with exception to the items listed under "Other Project Information" at the end of this Addendum No. 04, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

A. Proposal Form

1. **Bid Bond** – Delete Bid Bond form– noted as pages 203 through 205 of the Project Manual and replace with the attached Bid Bond form.

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

Jason C. Fuehne, P.E.  
Project Manager  
Civil Engineer

Attachments:

1. Bid Bond

END OF ADDENDUM NO. 04

## **BID BOND**

### **1. BID DEFAULT**

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 Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

This obligation shall be null and void if:

- 1.1. 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 Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 1.2. All Bids are rejected by Owner, or
- 1.3. 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 consented to by Surety).

### **2. BOND PAYMENT DUE**

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.

### **3. PROCEEDING REQUIREMENTS**

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 the time required by the Bidding Documents without Surety's written consent.

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

### **4. STATUTORY REQUIREMENTS**

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.

5. BID BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Clinton, Clinton, Missouri, hereinafter called the OWNER in the penal sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated \_\_\_\_\_, for

**"CLINTON APRON DESIGN PHASES 2 THROUGH 6"**

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within ninety (90) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several

seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SEAL

\_\_\_\_\_  
Principal

Witness \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Witness \_\_\_\_\_  
Print Name and Title

By \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
Address

SEAL

\_\_\_\_\_  
Surety

Witness \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Attorney-In-Fact - Signature

Witness \_\_\_\_\_  
Print Name and Title

By \_\_\_\_\_  
Attorney-In-Fact - Print Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
Address

NOTE: Power-of-attorney for person  
signing for surety company  
must be attached to bond.