



**CITY OF LEE'S SUMMIT, MISSOURI
220 S.E. GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
(816) 969-1800**

PUBLIC WORKS ENGINEERING DIVISION

***Douglas Complete Street Improvements
Federal Project No. TAP 3001 (006)
City Project No. 106***

ADDENDUM NO. 3

The original Request for Bid for ***Douglas Complete Street Improvements***, remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the contract instruments, drawings, or technical specifications.

CONTRACT DOCUMENTS AND DRAWINGS:

The Documents and Drawings for the above referenced project dated May 2026 are hereby amended in the following particulars only; all other conditions remain unchanged.

The following changes are in effect:

Project Manual:

1. Remove and replace “June 1, 2026” with “June 8, 2026” on page 1 of 2 in the “ADVERTISEMENT FOR BIDS”, on page 1 of 6 in the “NOTICE TO CONTRACTORS”, and on page 1 of 2 in the “BID BOND (PENAL SUM FORM)”. This change extends the letting date to June 8, 2026.

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ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this **Addendum No. 3 of Federal Project No. TAP 3001 (006) and City Project No. P-106 and Douglas Complete Street Improvements** by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted. **Failure to sign and submit this addendum could render your bid nonresponsive.**

CERTIFICATION BY BIDDER:

Signature _____

Title _____

Company _____

Date _____

ADVERTISEMENT FOR BIDS

Addendum No. 3

The City of Lee's Summit, Missouri (Owner) is requesting Bids for the construction of the following Project:

Douglas Complete Street Improvements

City Project No. P-106

Federal Project No. TAP 3001006

Bids for the construction of the Project will be received electronically, submitted via QuestCDN (www.QuestCDN.com), until **2:00 P.M.** local time on **June 8, 2026** and at that time will be publicly opened and read via Microsoft Teams teleconferencing (see Bid Docs. on QuestCDN for Teams access).

Meeting ID: 289 404 895 388 675

Passcode: Ld6TF38H

The successful bidder will be required to furnish and pay satisfactory performance and payment bond or bonds. Owner reserves the right to reject any or all bids or to waive informalities therein. The project will be awarded to the lowest, responsive, responsible bidder.

Project Description: The Work for the project, *Douglas Complete Street Improvements*, includes but is not necessarily limited to:

Reconstructing approximately 0.75 miles of Douglas Street between SE 2nd Street and NE Chipman Road. The Project also includes construction of a 10' shared-use path, 5' sidewalk, street lighting, storm sewer, curb and gutter, and waterline replacement and tree planting.

The site is located in Lee's Summit, Missouri as shown on the Drawings.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. The contractor questionnaire must be on file 7 days prior to the bid opening.

Information and Bidding Documents for the Project can be found at the following designated website:

www.QuestCDN.com

The eBidDoc number is 10172385. A fee of \$22 will be required to obtain the Bidding Document files. An additional fee of \$20 is required for Contractors who submit a bid for the Work. QuestCDN will electronically notify bidders that downloaded plans when Addenda are posted. It is the responsibility of the bidders to download addenda from the QuestCDN website.

Bid Security – Each Bid shall enclose Bid Security, as specified in the Instructions to Bidders, representing five percent (5%) of the sum of the Bidder's Base Bid plus all alternates.

Pre-Bid Conference – A Pre-Bid conference for the Project will be held on **May 13, 2026, at 2:00 P.M local time** via Microsoft Teams video conferencing at:

Meeting ID: 287 479 666 703 129

Passcode: 6Yc2kx6G

Attendance at the pre-bid conference is encouraged but not required.

Prevailing Wages – The Department of Labor and Industrial Relations Prevailing Wage Determination - *Annual Wage Order No. 32*, covering the Work is attached to the Form of Agreement (Section C520). All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

Tax Exemption – All or certain items required for this contract are for constructing, repairing, or remodeling facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under RSMo 144.062. The Instruction to Bidders and General Conditions include tax exemption provisions covering the submission of the application for tax exemption determination by the Bidder awarded the Contract.

Work Authorization – For all contracts in excess of \$5,000, the bidder shall comply with § 285.530, RSMo, as amended and shall;

1. provide sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and
2. provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. E-Verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Letter from contractors reciting compliance is not sufficient.

The successful bidder shall comply with the requirements of § 292.675 RSMo.

The requirements include on-site employees to complete the ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations.

Instructions to Bidders – For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Lee's Summit, Missouri**

By: **Nikia Chapman-Freiberger, P.E.**

Title: **Senior Staff Engineer**

Date: **May 5, 2026**

NOTICE TO CONTRACTORS

Addendum No. 3

Bids for the construction of the Project will be received electronically submitted via QuestCDN (www.QuestCDN.com), until 2:00 P.M. local time on **June 8, 2026**, and at that time the Bids received will be publicly opened and read via Microsoft Teams video conferencing at:

Meeting ID: 289 404 895 388 675

Passcode: Ld6TF38H

A non-mandatory Pre-Bid conference for the Project will be held on May 13, 2026, at 2:00 P.M. local time via Microsoft Teams video conferencing at:

Meeting ID: 287 479 666 703 129

Passcode: 6Yc2kx6G

Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes:

Reconstructing approximately 0.75 miles of Douglas Street between SE 2nd Street and NE Chipman Road. Work also includes construction of 10' shared-use path, 5' sidewalk, storm sewer, curb and gutter, waterline replacement, street light installation and tree planting.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current versions of the standard specification incorporated by reference, their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

The following documents are available at the locations shown:

Standard Publications	Location Available
The City of Lee's Summit, MO Standard Specifications and Approved Products lists for Street Lighting; Traffic Signals; Traffic Control; Marking; Signing; Stormwater; Sanitary Sewers; and Water Mains, current edition (2023)	https://cityofls.net/development-services/design/design-criteria/design-construction-manual-infrastructure
Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard Specifications, current edition (2020).	https://kcmetro.apwa.org/resources/specifications/
Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, current edition (2025).	https://www.modot.org/missouri-standard-specifications-highway-construction

The effective version shall be determined by the letting date of the project.

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Lee's Summit", and the term "Engineer" is a reference to the Engineer of Record from Kimley-Horn.

The contracting authority for this contract is the city of Lee's Summit, Missouri.

(3) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

280 Calendar Days to Substantial Completion
370 Calendar Days to Final Completion

(4) LIQUIDATED DAMAGES: The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day: \$3,625

(5) BID GUARANTY: The bid must be accompanied by Bid Guaranty made payable to Owner in an amount of five(5) percent of Bidder's maximum Bid price and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents (EJCDC Section C-430).

The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid Guaranty of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid Guaranty furnished by such Bidders will be returned.

Bid Guaranty of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid Opening.

(6) CERTIFICATIONS FOR FEDERAL JOBS: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) ANTIDISCRIMINATION: The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) FEDERAL AND STATE INSPECTION: The Federal Government is participating in the cost of

construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) PREVAILING WAGE (FEDERAL AND STATE): This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100

per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal.

(14) SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_____, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual partnership joint venture
- corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this _____ day of _____ 20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE

OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) TRAINEEES: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **1 slot** at 1000 hours per slot or **1000 hours**.

(16) SUBCONTRACTOR DISCLOSURE: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) PROJECT AWARD: This project will be awarded to the lowest, responsive, responsible bidder.

(18) MATERIALS INSPECTIONS: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) PRIME CONTRACTOR REQUIREMENTS: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that

the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) SALES AND USE TAX EXEMPTION: City of Lee's Summit, Missouri, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the online Bid Form as shown on the QuestCDN.com website for the Quest eBidDoc Number 10172385 and upload the required bid submittal documents to include this Notice to Contractors and the required Bid Bond.

The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID BOND (PENAL SUM FORM)

Addendum No. 3

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Lee's Summit, Missouri Address <i>(principal place of business)</i> : 220 SE Green Street Lee's Summit, Missouri 64063	Bid Project <i>(name and location)</i> : City Project No. P-106 Federal Project No. TAP 3001006 Douglas Complete Street Improvements Lee's Summit, Missouri Bid Due Date: June 8, 2026
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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.
3. This obligation will be null and void if:
 - 3.1. 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 Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. 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, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. 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.
5. 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.