

ADDENDUM No. 2
TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

TO: ALL PLANHOLDERS AND PROSPECTIVE BIDDERS

FOR: STORM SEWER SECTION II – BOX CULVERTS
(SCHEWE FARMS)
LRA JOB NO. 0109050.11-041

OWNER: SANITARY AND IMPROVEMENT DISTRICT NO. 290

ENGINEER: LAMP, RYNEARSON & ASSOCIATES, INC
14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

DATE: MAY 4, 2010

The following changes, corrections, clarifications and additions shall be made to the Plans, Specifications, and Contract Documents for the above-named project and shall be as binding as if incorporated in the original Contract Documents. The Contractor shall acquaint himself with all aspects of this Addendum.

All other provisions and stipulations of the Contract Documents remain in effect, as originally issued.

The Contractor shall acknowledge receipt of all addenda on the Bid Form.

The following shall be deleted, modified or added to as follows:

CONTRACT DOCUMENTS

1. To Page NC-2, Paragraph 3, of the Notice to Contractors, change portion of sentence from "FIVE PERCENT (5%) OF TOTAL BID AMOUNT" to read "FIFTY-TWO THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$52,540.00)."
2. To Page BB-1 of the Bid Bond, modify the bond penal sum to be FIFTY-TWO THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$52,540.00)."

REVISED BID BOND FORM ENCLOSED

END OF ADDENDUM

LAMP, RYNEARSON & ASSOCIATES, INC.



Johnny M. Hill, P.E.
Structural Department Manager

**ADDENDUM NO. 2 – REVISED
PENAL SUM FORM**

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF SARPY COUNTY, NEBRASKA

BID

Bid Due Date: MAY 18, 2010
Project (Brief Description Including Location):

STORM SEWER, SECTION II - BOX CULVERTS
(SCHEWE FARMS)
120TH & HIGHWAY 370

BOND

Bond Number:
Date (Not later than Bid due date):
Penal sum: FIFTY-TWO THOUSAND, FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$52,540.00)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

**ADDENDUM NO. 2 – REVISED
PENAL SUM FORM**

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 Surety's liability.
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 Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall 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 by 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 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. 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.
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 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.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.