
ADDENDUM NO. 1

To: All Planholders and Interested Parties

Project: JOHN F. KENNEDY ROAD & WACKER SIGNAL REPLACEMENT PROJECT

Date: Tuesday, June 24, 2014

Bids Due: 2:00 PM, Thursday, June 26, 2014 (NO CHANGE)

The following additions, revisions, corrections, and clarifications contained herein shall become part of the Construction Documents for the Project, and shall be included in the Scope of Work and Bid Proposals to be submitted. References made below to Specifications and Construction Drawings shall be used as a general guide only. Bidders shall determine for themselves the full scope of work affected by the Addendum items.

Construction Documents Manual:

Sheets 19 and 24 have been updated to reflect the correct project name. The sheets are attached to Addendum No. 1.

Addendum No. 1 will be posted on the City of Dubuque's website. Should the bidder wish to receive a hard copy of this Addendum #1, please call 563-589-4270 and one will be mailed upon request.

It is required to acknowledge this addendum on the Bid Proposal Form.

Sincerely,



David Ness
Civil Engineer
City of Dubuque

END OF ADDENDUM NO. 1

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ as Principal (Contractor), and _____, as Surety, are held and firmly bound unto the City of Dubuque, Iowa (City), in the penal sum of _____ in 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, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated _____ day of _____, 2014, for the John F. Kennedy Road & Wacker Drive Traffic Signal Replacement Project.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein during the opening of same, or if no period specified, within thirty (30) days after said opening, and shall within the period specified therefore, if no period be specified, within seven (7) days after the prescribed forms are presented to him for signature, enter into a written contract with the municipality, in accordance with the bid 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.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the municipality in liquidations of damages sustained in the event that the aforementioned described bidder, Principal, fails to execute the contract and provide the bond as provided in the specifications or by law.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

Contractor

By: _____
Signature

Title

Date

Surety Company

By: _____
Signature

Title

Date

**CITY OF DUBUQUE, IOWA
PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS: That (Insert Contractor's Name) as Principal (Contractor) and _____ as Surety are held firmly bound unto the City of Dubuque, Iowa (City), in the penal sum of \$ _____ (Insert Contract Amount) the same being 100% of the total price of the Contract for the Project herein referred to, lawful money of the United States of America, well and truly to be paid to said City of Dubuque, and to all other parties who, under the provisions of the laws of Iowa, are intended to be protected and secured hereby for which payment we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

Dated at Dubuque, Iowa, this _____ day of _____, 2014, and duly attested and sealed.

WHEREAS, the said Contractor by a Contract dated (Insert Contract Date: Month XX, 2014), incorporated herein by reference, has agreed with said City of Dubuque to perform all labor and furnish all materials required to be performed and furnished for the John F. Kennedy Road & Wacker Drive Traffic Signal Replacement Project according to the Contract and Construction Documents prepared therefore.

It is expressly understood and agreed by the Contractor and Surety bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE BOND:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the Project, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT BOND:** The Contractor and the Surety shall pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the City is required to retain until completion of the improvement, but the Contractor and Surety shall not