

Addendum #2
To the Construction Documents
For
Bid Documents

Date: August 18, 2017

To all Plan Holders:

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged.

This amendment must be acknowledged in the space provided on the Bid Schedule.

The Submittal Date & Time is NOT changed. It remains August 21st, 2017 @ 10 a.m.

The modifications directed by this Addendum #1 are described in this page and the following attachments.

- | | | |
|----|-----------------------|---------|
| 1. | Addendum Text: | 1 pages |
| 2. | Attachments: | 3 pages |
| | • Contract | |
| | • Bid Tabulation Form | |

Changes:

- 1. REPLACE** Contract with attached revised form. (2 pages)
- 2. REPLACE** Bid Tabulation Form with the attached revised form. (1 page)

END OF ADDENDUM #2

CONTRACT

Renovating the West End Tennis Courts to Futsal Courts

THIS AGREEMENT, made and entered into by and between the **City of Marshalltown**, Marshall County, Iowa, hereinafter referred to as the "**Owner**", and _____, hereinafter referred to as the "**Contractor**":

WITNESSETH: That the Contractor for and in consideration of the sum (\$0.00), payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM	ITEM	UNIT	QTY	UNIT PRICE	DOLLAR AMOUNT
1	Demolition (Restrooms & Retaining wall)	LS		N/A	
2	Paint & repair existing chain link fence	LS		N/A	
3	Sport Court Proposal	LS		N/A	
4	Sports Equipment: Benches, Bleachers & Goals/Nets	LS		N/A	
5	New Retaining wall & Grade Work	LS		N/A	
6	Cortez Restroom, all work associated, such as: plumbing hook up, electrical hook up & concrete footings	LS		N/A	
Alternate	10' high commercial grade galvanized chain link fence, including top and brace rail & bottom tension wire and 2 -4' man gates	LF	665		
Bid Total		LS			

Total # of Addendums Received _____

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Performance, Payment and Maintenance Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Upon execution of this contract and prior to commencing any work, the Contractor shall furnish the Performance, Payment, and Maintenance Bond in the form provided by the City of Marshalltown for the sum equal to the total amount of the project. The maintenance section of the bond shall guarantee suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of (1) year all improvements following completion of construction. Additionally, all manufacturers' warranties for items purchased shall be passed on to the City of Marshalltown.

That it is further understood and agreed by the parties of this contract that the above work will be substantially completed on or before October 31, 2017, and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the completion date specified, liquidated damages will be assessed at \$125 per day as specified in the Proposal form. Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

By _____

ATTEST: _____

CONTRACTOR

By _____

Business Address

West End Futsal Court	Amount	Bidder at Pre-Bid Yes or No	Addendum #1	Addendum #2	Bidder#1	Bidder #2	Bidder #3	Bidder #4
Item #	LS							
1								
2								
3								
4								
5								
6								
Alternate								
Total								