

**ADDENDUM NO. 1
TO THE CONTRACT PROVISIONS**

FOR

**PLYMOUTH WATER DISTRICT
DRILLING WELL NO. 1**

G&O #18052

ISSUED THIS DATE: THURSDAY, JUNE 20, 2019

**BID OPENING: 11:00 AM (LOCAL TIME) ON
THURSDAY, JUNE 27, 2019
GRAY & OSBORNE, INC.
180 IRON HORSE COURT
YAKIMA, WASHINGTON 98901**



Bidder shall acknowledge receipt of this Addendum on Page 1, Article 3 – Bidder’s Representations, Section 3.01-A of EJCDC® C-410, Bid Form for Construction Contracts.

TO PROSPECTIVE BIDDERS:

The attention of all prospective bidders on the above project is directed to the following additions and modifications to the Contract Provisions.

I. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO BID DOCUMENTS

ITEM 1:

ADD the attached BID FORM (C-430) after BID FORM (C-410), page 8

II. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO AGREEMENT AND BONDS

ITEM 1:

Page 1, EJCDC® C-510, Notice of Award

DELETE the check in the box preceding the statement:

“a set of Drawings will be delivered separately from the other Contract Documents.”

ITEM 2:

Page 1, EJCDC® C-510, Notice of Award

REVISE the last paragraph as shown below (deleted text is shown as strike out, added text is italicized):

“Within ~~ten~~ *thirty* days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.”

III. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO EJCDC® SUPPLEMENTARY CONDITIONS.

ITEM 1:

Page 3, EJCDC® C-800, Supplementary Conditions, SC-1.01.A.3.

DELETE this section in its entirety.

ITEM 2:

Page 3, EJCDC® C-800, Supplementary Conditions, SC-1.01.A.8.

DELETE this section in its entirety.

ITEM 3:

Page 3, EJCDC® C-800, Supplementary Conditions, SC-1.01.A.50.

DELETE this section in its entirety.

ITEM 4:

Page 5, EJCDC® C-800, Supplementary Conditions, SC-6.03J, Section K-5.

ADD a check in the box preceding the statement:

“If box is checked, Contractor is not required to provide Contractor’s Pollution Liability insurance under this Contract.”

ITEM 5:

Page 9, EJCDC® C-800, Supplementary Conditions, SC-15.01.D.1

REVISE the paragraph as shown below (deleted text is shown as strike out, added text is italicized):

“The Application for Payment with Engineer’s recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due ~~thirty (30)~~ *sixty (60)* days after the

Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor. ”

ITEM 6:

Page 9, EJCDC® C-800, Supplementary Conditions, SC-15.02.A

ADD the following after SC-15.02.A:

“SC-15.06.D Amend the first sentence of Paragraph 15.06.D by striking out following text: “Thirty” and insert “Sixty”

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by striking out the following text: “one year” and insert “two years”

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by striking out the following text “one year” and insert “two years”

SC-16.04.A Amend Paragraph 16.04.A by striking out the following text “30” and insert “60”

SC-16.04.B Amend Paragraph 16.04.B by striking out the following text “30” and insert “60””

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*):

Plymouth Water District
P.O. Box 17
Plymouth, WA 99346

BID

Bid Due Date:
Description: Drilling Well No. 1, Plymouth, WA

BOND

Bond
Number:
Date:
Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.

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 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 shall not in the aggregate exceed 120 days from the 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 the 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.