



## COMMUNITY DEVELOPMENT DEPARTMENT

**To:** La Center 2023 Pipe and Actuator Valve Installation Project Bidders

**Project:** 2023 Pipe and Actuator Valve Installation Project

**Date:** September 12<sup>th</sup>, 2023

**Item:** Addendum #1

### **Addendum #1**

This addendum adds some forms that were not included in the bid documents.

The following are the added items for the addendum that shall be included with the bid documents:

- Non-Collusion Affidavit, Bid Bond Sheet, Bidder Qualifications, Agreement form, Performance and Payment Bond Form, Notice of Award, and Change Order standard form.
- For clarification, the Prebid walkthrough will be held on Wednesday September 13<sup>th</sup> at 10 AM.

Sincerely,

A handwritten signature in black ink that reads "Anthony Cooper".

Anthony Cooper, PE  
City of La Center  
City Engineer

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, on his/her oath says that he/she is an authorized representative of the firm of \_\_\_\_\_, and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to \_\_\_\_\_ self an advantage over any other bidder or bidders.

SIGN HERE \_\_\_\_\_  
(Contractor)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_ as Owner, in  
the penal sum of: \_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

**SIGNED**, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to:  
\_\_\_\_\_ a certain Bid attached hereto and hereby made a  
part hereof to enter into a contract in writing, for the \_\_\_\_\_.

**NOW, THEREFORE,**

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
**Principal**                      **Title**                      (L.S.)

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_

**IMPORTANT:** Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**BIDDER QUALIFICATIONS**

**Project: PIPE AND ACTUATOR VALVE INSTALLATION PROJECT  
PW 2023-03**

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

\_\_\_\_\_  
\_\_\_\_\_

The contractor's superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name): \_\_\_\_\_

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: \_\_\_\_\_

Dollar amount of Contract: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone no.: \_\_\_\_\_

Contractor's Superintendent on this project: \_\_\_\_\_

Brief Description of Project Scope: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Project Name: \_\_\_\_\_

Dollar amount of Contract: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone no.: \_\_\_\_\_

Contractor's Superintendent on this project: \_\_\_\_\_

Brief Description of Project Scope: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Project Name: \_\_\_\_\_

Dollar amount of Contract: \$ \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_ Phone no.: \_\_\_\_\_

Contractor's Superintendent on this project: \_\_\_\_\_

Brief Description of Project Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title of Person completing this form \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone No. \_\_\_\_\_

**PART II- CONTRACT FORMS**

**AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of La Center, Washington, hereinafter called "Owner," and of \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

**WITNESSETH:** that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

**PROJECT DESCRIPTION:**

This project is to replace the existing actuator valve in the concrete vault about 1,200 feet west of the La Center Bridge at the Lewis River. The city will order the valve, and the contractor will place the valve in the existing vault. The project also consists of coring a drain line at side of the vault to allow groundwater or rainwater from flooding the vault. A new vault lid, with a spring assist hatch, will need to be installed by the contractor.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within 30 working days of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents including and comply with the terms therein for the total price of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).

The term "Contract Documents" means and includes the following:

Invitation to Bid Instructions to Bidders Bid Proposal Form Non-Collusion Affidavit Bid Bond Agreement Payment Bond Performance Bond Notice of Award	Notice to Proceed Change Order City of La Center Special Provisions Contract Bid Items Contract Drawings Prepared or Issued by the City of La Center Standard Plans Addendum: All items included within these Contract Documents.
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The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

**OWNER:**

By: \_\_\_\_\_

(SEAL)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

(SEAL)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on has awarded to \_\_\_\_\_, hereinafter designated as "Principal," a Contract for construction of the **2023 PIPE AND ACTUATOR VALVE INSTALATION PROJECT** the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attorney-in-Fact, Surety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
\_\_\_\_\_

Name and Address  
Local Office of Agent

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.**

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on \_\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as "Principal," a Contract for construction of the **2023 PIPE AND ACTUATOR INSTALLATION PROJECT**

the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount 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 if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective

materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of \_\_\_\_\_ (\$\_\_\_\_, \_\_\_\_), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of La Center or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____	_____
_____	_____
_____	_____
Attorney-in-Fact, Surety	Principal

\_\_\_\_\_  
Name and Address  
Local Office of Agent

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.**

**NOTICE OF AWARD**

**DATE:**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME: 2023 PIPE AND ACTUATOR VALVE INSTALLATIONPROJECT**

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated \_\_\_\_\_, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including complete insurance coverage for the Owner and City of La Center) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_day of \_\_\_\_\_, 2023.

City of La Center  
Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO AWARD** is hereby acknowledged.

Firm: \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NAME: 2023 PIPE AND ACTUATOR VALVE INSTALLATION PROJECT**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2023, within ten (10) calendar days of the date of this notice, or \_\_\_\_\_, 2023, and you are to complete the work within 30 working days after the date of this notice. The date of completion is therefore \_\_\_\_\_, 2023.

City of La Center  
Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Firm: \_\_\_\_\_, this Day of, 2023.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CHANGE ORDER**

Change Order No. 1

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT:

**2023 PIPE AND ACTUATOR VALVE INSTALLATION PROJECT**

OWNER:

City of La Center

CONTRACTOR:

\_\_\_\_\_

The following changes are hereby made to the Contract:

Justification: \_\_\_\_\_

Original Contract Price was: \$ \_\_\_\_\_

Previously Approved Change Order(s): \$0.00

Contract Price prior to this Change Order: \$

Contract Price for this Change Order will be (increased) (decreased) by: \$

New Contract Price including this Change Order will be: \$

The Contract Time will be (circle one) *increased decreased (unchanged)* by (\_\_\_) working days.

The date for substantial completion as of the date of this Change Order, therefore, is

\_\_\_\_\_ (Date).

To be effective, this Order must be approved by the federal agency if it changes the scope or objective of the Project, or as may otherwise be required by the Special Provisions.

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_



Federal Agency Approval: \_\_\_\_\_  
(when applicable)