

ADDENDUM NO. 2
April 28, 2022

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

City Hall Renovation Project

To: All Holders of Contract Documents

This addendum forms a part of the Contract Documents and modifies the original Specifications, bid date May 3, 2022.

Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to disqualification.

This addendum consists of:

Five (5) pages of text (including this cover sheet).

1. The City had the facility tested for asbestos. The report returned a result of “No asbestos detected in any sample.” Please see attached report.
2. Page III-4 April 2022 Paragraph 1-02.6 talks about subcontractors to be listed on bid. There is no subcontractor form. Will there be one provided?
 - *Please see letter of subcontractor on Page II-5. Please submit with bid.*
3. The ‘Certificate of Compliance with Wage Payment Statues’ form that was in Addendum 1 states a solicitation date of 10/16/2017. Will this be corrected prior to bid?
 - *See the updated attached form.*
4. Does the ‘Non-Collusion Affidavit Certificate’ and the ‘Certification of Equal Employment Opportunity Report’ get turned in with the bid OR with award of contract?
 - *Please turn these forms in with the bid.*
5. Previous question submitted via email below on 4/25/22: The Maintenance Bond form included with the bid documents specifies both a duration of 12 months & 24 months (pg III-19). Which is correct?
 - *Please see revised Maintenance Bond form attached.*

1.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 3rd, 2022, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

Pacific
City

WA
State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**CITY OF PACIFIC
MAINTENANCE BOND**

Pacific Project #: CH2203 _____
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____, 2022 _____

RE: Project Name: City Hall Renovation Project
Owner/Developer/Contractor: _____
Project Address: 100 3rd Ave SE, Pacific, WA 98047

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized under
the laws of the State of _____, and authorized to transact surety business in
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of
Pacific, Washington, in the sum of _____
dollars (\$ _____), lawful money of the United States of
America, for the payment of which sum we and each of us bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS
of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements
on public property in connection with a project as described above within the City of Pacific; and

WHEREAS, in accordance with the contract between the Principal and the City of Pacific,
the Principal is required to post a bond for the 12 months following project completion in order to
ensure that the project does not contain defects that require repair and to cover the cost of repair during
that 24-month period; and

WHEREAS, such bond is needed in order to provide security for the obligation of the
Principal to repair and/or replace said improvements against defects in workmanship, materials or
installation for a period of twelve (12) months after written and final acceptance of the same and
approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to
the City. It is understood and agreed that this obligation shall continue in effect until released in
writing by the City of Pacific, but only after the Principal has performed and satisfied the following
conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)
Provide all labor, materials, equipment, permits, agency and public notifications, disposal fees, and
incidentals necessary to renovate the City Hall Building located at 100 3rd Avenue SE.

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 2022

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
 Its _____

By _____
 Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____