



SHOALWATER BAY INDIAN TRIBE

P.O. Box 130 • Tokeland, Washington 98590
Telephone (360) 267-6766 • FAX (360) 267-6778

ADDENDUM TO RFB DOCUMENTS

REQUEST FOR BIDS: Renovation of the Education Building Space to an Early Learning Center

ADDENDUM NO.: 1

DATE: July 15, 2022

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents, and hereby made a part of the bid documents. Please attach this addendum to the documents in your possession.

1. The following addition to be added to Page 3 (Before Bid Requirements) of the RFB document:

A cashier's check, a certified check, or a surety bond in the amount of twenty percent (20%) of TOTAL BID shall accompany the sealed bid of each bidder. Deposits will be returned to the unsuccessful bidders. Each bid submitted is a legal offer and when accepted by the SHOALWATER BAY INDIAN TRIBE, constitutes a FIRM AND BINDING CONTRACT. The SHOALWATER BAY INDIAN TRIBE reserves the right to REJECT ANY or ALL BIDS. The Shoalwater Bay Indian Tribe reserves the unconditional right to cancel all or any portion of this project within thirty (30) days from the date of opening of bids, for any reason and at its sole discretion.

2. The following addition to be added to the end of the RFB document:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,

as Principal, and _____,

a Corporation organized under the laws of the State of _____,

and authorized to transact business in the State of Washington, as Surety, are held and firmly bound unto

_____ in the penal sum of

Dollars (\$ _____) in lawful money of the United States of America, such sum being equal to the contract price for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the SHOALWATER BAY INDIAN TRIBE dated _____, 20____, for: CULVERT REPLACEMENT & ROADWAY CONSTRUCTION all in compliance with the specifications therefore, made a part of said Contract and on file in the office of the SHOALWATER BAY INDIAN TRIBE'S Project Manager.

NOW, THEREFORE, if said Principal shall, in all particulars, will, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said SHOALWATER BAY INDIAN TRIBE from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save SHOALWATER BAY INDIAN TRIBE harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

PERFORMANCE BOND

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal:

By: _____

Title: _____

Surety:

Address of Surety or Agent:

: _____

By: _____
Attorney-in-Fact

Telephone No: _____

APPROVED by the SHOALWATER BAY INDIAN TRIBE this _____ day of _____, 20____.

By: _____
CHAIRMAN

Per Addendum No. 1 the RFB Renovation of the Education Building Space to an Early Learning Center has been revised to include the above changes as of July 15, 2022.

#END#

