



This addendum forms a part of the Contract Documents and modifies the original Documents dated **April 21, 2023** as noted below. Acknowledge receipt of this addendum in the space provided on the Official Bid Form. Failure to do so may subject the Bidder to disqualification.

REVISION TO EXHIBIT G – PERFORMANCE AND PAYMENT BOND

Disregard ***original*** EXHIBIT G – PERFORMANCE AND PAYMENT BOND and replace with the **attached EXHIBIT G – PERFORMANCE AND PAYMENT BOND** in its entirety.

PRE-BID MEETING SIGN IN SHEET

Please review the attached sign in sheet; if corrections are required please send them to Stephen.mckay@hmkco.org.

END OF ADDENDUM 1

ADDENDUM 1



EXHIBIT G

PERFORMANCE BOND

Bond No. _____

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto Redmond Area Park and Recreation District and its heirs, executors, administrators, and assigns as Obligees, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 2023, with Obligees for New Community Recreation Center ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Obligees harmless from all cost and damage that Obligees may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligees to be in default under the Contract, the Surety, at the request of the Obligees, shall promptly remedy the default in a manner acceptable to the Owner.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligees does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Subcontractors or Contractor's use of Project funds.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Obligees shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligees and judgment or award is entered in Obligees's favor, Surety shall pay all of Obligees's costs incurred in such arbitration, litigation, or other proceeding, including any attorney and expert witness fees.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.



REDMOND AREA PARK AND RECREATION DISTRICT
NEW COMMUNITY RECREATION CENTER
CONSTRUCTION MANAGER|GENERAL CONTRACTOR
REQUEST FOR PROPOSAL

Nonpayment of the bond premium will not invalidate this bond, nor shall any Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

Executed this ____ day of _____, 2023.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address



PAYMENT BOND

Bond No. _____

The undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto Redmond Area Parks and Recreation District and its heirs, executors, administrators, and assigns as Obligee, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Construction Contract ("Contract") dated _____, 2023 with Obligee for the New Community Recreation Center ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event that Principal shall be, and declared by Obligee to be in default under the Contract, the Surety, at the request of the Obligee, shall promptly remedy the default in a manner acceptable to the Owner.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Obligee does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Architect, Subcontractors or Principal's use of Project funds.

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and has not been paid in full, and any other party entitled to make claim on the bond under ORS 279C, if notice is given within the applicable time period set forth in ORS 279C.605 may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant and have execution thereon. Obligee shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Obligee shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Obligee and judgment or award is entered in Obligee's favor, Surety shall pay all of Obligee's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.



REDMOND AREA PARK AND RECREATION DISTRICT
NEW COMMUNITY RECREATION CENTER
CONSTRUCTION MANAGER|GENERAL CONTRACTOR
REQUEST FOR PROPOSAL

Nonpayment of the bond premium will not invalidate this bond, nor shall any Obligee be obligated for the payment of any premiums

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

Executed this ____ day of _____, 2023.

PRINCIPAL

Title

Address

SURETY

Title

Address

COUNTERSIGNED:

Resident Agent

Address



Company: Pence Contractors Contact: Cory Loomis, John Williamson

Address: 5400 Meadows Road, Suite 400, Lake Oswego, OR 97035

Email: coryl@pence.net john.williamson@pence.net

Phone: 503-932-2452 Cell: _____

Company: Fortis Construction Contact: Dave Watson

Address: 1705 SW Taylor Street, Suite 200, Portland, OR 97205

Email: dave.watson@fortisconstruction.com

Phone: 503-459-4477 Cell: _____

Company: Lease Cretcher Lewis Contact: Matt Baker

Address: 550 SW 12th Avenue, Portland, OR 97203

Email: matt.baker@lewisbuilds.com

Phone: 503-223-0500 Cell: _____

Company: Sunwest Builders Contact: Julie Hyer, Kevin Link

Address: 2642 SW 4th Street, Redmond, OR 97756

Email: julieh@sunwestbuilders.com kevinl@sunwestbuilders.com

Phone: 541-548-7341 Cell: _____

Company: MPD Piping Contact: Doug Parazao

Address: 39030 West Scio Road, Scio, OR 97374

Email: doug.panzao@mpdpiping.com

Phone: 503-394-3067 Cell: _____

Company: Emerick Construction Contact: Jordan Fall

Address: 7855 SW Mohawk Street, Tualatin, OR 97062

Email: bids@emerick.com

Phone: 503-777-5531 Cell: _____

Company: Kirby Nagelhout Construction Contact: Jason Terry

Address: 65049 Lower Meadow Drive, Bend, OR 97701

Email: jasont@kirbynagelhout.com

Phone: 541-389-7119 Cell: _____

Company: Robinson Construction Co. Contact: Ellen Sparl

Address: 8060 NE Walker Road, Hillsboro, OR 97024

Email: esparl@robcon.com

Phone: 503-645-8531 Cell: _____

Company: Anderson Poolworks Contact: Brod Anderson

Address: 9500 SW Boeckman Road, Willsonville, OR 97070

Email: brody@andersonpoolworks.com

Phone: 503-625-5628 Cell: _____

Company: Bremik Construction Contact: Casey Jordans

Address: 1026 SE Stark Street, Portland, OR 97214

Email: bids@bremik.com

Phone: 503-688-1000 Cell: _____

Company: Skanska USA Building Contact: Jacob Struck

Address: 2275 NE Doctors Drive, Suite 3, Bend, OR 97701

Email: Jacob.struck@skanska.com

Phone: 541-948-2005 Cell: _____