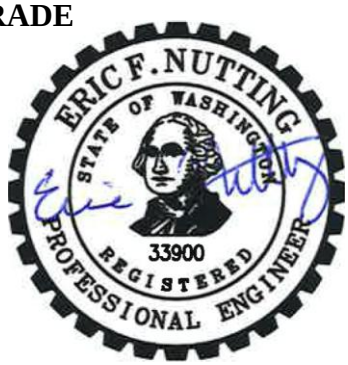
ADDENDUM 1
TO THE CONTRACT PROVISIONS AND CONTRACT PLANS

FOR

TAYLOR BAY BEACH CLUB HOA
WASTEWATER TREATMENT FACILITY UPGRADE

G&O #22848.01



10/16/2026

ISSUED THIS DATE: FRIDAY, OCTOBER 16, 2026

BID SUBMITTAL: 11:00 A.M. (LOCAL TIME) ON WEDNESDAY, NOVEMBER 11, 2026
TAYLOR BAY BEACH CLUB HOA
8215 175TH AVENUE SW
LONGBRACH, WASHINGTON 98351

Bidder shall acknowledge receipt of this Addendum on Page 3R of the Proposal.

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 and Contract Plans.

I. ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE PROPOSAL

ITEM 1:

Page 1R, Proposal

DELETE the Proposal (pages 1 through 8) in its entirety and **REPLACE** with the attached Proposal (pages 1R through 8R).

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

This Bid is submitted to:

QuestCDN
https://questcdn.com/#10400489
Taylor Bay Beach Club HOA

8215 175th Avenue

Longbranch, Washington 98351

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Attachment A – Scope of supply components that do not comply with BABA requirements.

C. Submit Supplemental Bidder Responsibility Criteria within 2 business days of bid. Reference Instructions to Bidders, Article 3, and Appendix E.

D. Deleted

E. Deleted

F. Deleted

G. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);

H. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);

I. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.

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ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Wastewater Treatment Facilities	1	LS	$	$
2	Membrane Equipment System: Supply, Construction Services and Post Construction Services	1	LS	$660,000.00	$660,000.00
3	Membrane System Installation	1	LS	$	$
4	Mobilization and Demobilization	1	LS	$	$
5	Trench Excavation Safety Systems	1	LS	$	$
6	Dewatering	1	LS	$	$
7	Erosion Control	1	LS	$	$
8	Unsuitable Excavation	10	CY	$	$
9	Peninsula Light Company Charges for Electrical Service Provisions	1	LS	$220,000.00	$220,000.00
10	Minor Change	1	LS	$40,000.00	$40,000.00
Total of all Unit Price Bid Items					$
Washington State Sales Tax (8.2%)					$
TOTAL CONSTRUCTION COST					$

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3. The Contractor shall be assigned the portion titled "Membrane Equipment System: Supply, Construction Services and Post-Construction Services" of the executed Contract titled "Taylor Bay Beach Club HOA Procurement of Membrane Equipment System and Services." The executed Contract titled "Taylor Bay Beach Club HOA Procurement of Membrane Equipment System and Services" is attached to these Contract Provisions as Appendix A. Bidder's attention is directed to the provisions of Article 5 of the Procurement Agreement which provide for the assignment of the Procurement Contract to the construction contractor. The Supplier (Kubota Water & Environment USA Corporation) will be required to perform the Procurement Contract after it has been assigned to the construction contractor (Contractor Assignee) in accordance with the provisions in the Procurement Contract. Timing of the assignment is addressed in the Procurement Agreement. Forms documenting the assignment of the Procurement Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Procurement Agreement. The Contractor shall be required to sign the Assignment of Procurement Contract, Consent to Assignment, and Acceptance of

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Assignment document included as Exhibit A in the Agreement of the Procurement Contract.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$

ARTICLE 4—Deleted

ARTICLE 5—Deleted

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of working days indicated in the Agreement.

6.02 Deleted

6.03 Deleted

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

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2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all **Domestic Preference requirements.**

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

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2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee.
6. The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of, and the undersigned's eligibility for, all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Bid Form.
7. In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing the Bid Form.
8. By signing the Bid Form, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statement is true and correct:

    > The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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.

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

8.03 *Subcontractor Identification*

Per RCW 39.03.060, for Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the five categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Bid or within one hour after the published Bid submittal time in accordance with RCW 39.30.060.

Work to be performed	Subcontractor (Name and Registration Number)

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: _____

Bidder's L&I Workmen's Comp. Account No.: _____

Bidder's Unified Business Identifier No.: _____

Bidder's Excise Tax Registration No.: _____

Bidder's Employment Security Account No.: _____

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ATTACHMENT A

SCOPE OF SUPPLY COMPONENTS THAT DO NOT COMPLY WITH BABA REQUIREMENTS

(PROVIDE ADDITIONAL PAGES IF REQUIRED)

Part Identification (Name)	Specification Section, Equipment Description and Type	Manufacturer	Number of Units	Total Lump Sum Equipment Cost for Line Item

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