

ADDENDUM TO RFQ/RFP
Mattole Valley Charter School
Proposition 39
Creekside Solar Photovoltaic System

Addendum #1
January 2, 2017

To All Prospective Bidders:

The Mattole Valley Charter School (MVCS) herewith issues Addendum No. 1 to the above-referenced solicitation. This Addendum shall be made part of the Contract Documents and the bidder shall acknowledge receipt thereof in their Proposals. Except as specifically modified by this document, all other terms and conditions remain in full force and effect.

1. The mandatory pre-proposal site visit is no longer mandatory.
2. An additional site for the proposed Photovoltaic (PV) system has been added for consideration by proposers. The site is the Gallery Building owned by Studio 299 and leased by MVCS at 75 The Terrace St, Willow Creek, CA (across the street).
 - a. Architectural drawings for the building at 75 The Terrace may not be available until after the proposals are accepted. The plans will be available before the design is finalized with MVCS.
3. Appendix F: Warranty Bond is replaced in its entirety with a revised Appendix F attached. The project name has been revised to "Proposition 39 Creekside Solar PV System." The word "City" has been replaced with "MVCS."

APPENDIX F: WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Mattole Valley Charter School (“MVCS”) and the contractor _____, (“Contractor”)-have entered into a Contract (“Contract”) for the following project (Project):

Proposition 39 Creekside Solar PV System

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$xxx,xxx,] to guarantee replacement and repair of the improvements as described in the Agreement for a period of two years following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto MVCS in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, 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 Principal shall indemnify MVCS for all loss that MVCS may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the Mattole Unified School District Governing Board, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees incurred by MVCS in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing MVCS’s rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MVCS or its successors or assigns.

Surety shall provide MVCS with thirty (30) days’ written notice of Principal’s default prior to Surety terminating, suspending or revoking the bond.

The Surety 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 thereunder or the Specifications accompanying the same shall in any way affect its obligation 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-bound parties have executed this instrument under their seals this day of _____, 2018, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 20__.

By: _____
Authorized District Signature

Print Name & Title