

**ADDENDUM NO. 1**  
**FERN DRIVE DRAINAGE O. F. 1811.1**

**August 4th, 2025**

Bid Time and Date: 10:15 AM August 6th, 2025.

Gibson Conference Room in Civic Center, Great Falls, Montana 59401

**NOTICE TO ALL BIDDERS**

The Contract Specifications and plans are hereby modified as follows, and in submitting his/her bid, each bidder shall acknowledge receipt of all addenda, which will become part of the Contract Documents according to the requirements outlined in the CONTRACT DOCUMENTS.

This addendum consists of one (1) page.

**Bid Bond**

An example bid bond has been attached.

**Exhibit G/B-Required Insurance Coverage**

Required insurance coverage for both bids over and under \$80,000 has changed. “\* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: 6 Professional Liability and #7 Builders Risk/Property.” The following line for the “Legal Reviewers Initials” is now marked as **approved**. The marked box within the specific document as example has been attached.

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The bidder shall acknowledge receipt of Addendum No.1 on the bid form, and include this Addendum with the Bid.

Issued By:

City of Great Falls, Engineering Department

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John Perrodin, E.I.T

**END OF ADDENDUM No. 1**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (*Name and Address*):

**SURETY** (*Name and Address of Principal Place of Business*):

**OWNER** (*Name and Address*):

**BID**

Bid Due Date:

Description (*Project Name and Include Location*):

**BOND**

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER****SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## Exhibit G

### **Required Insurance Coverage**

Contractor shall purchase and maintain insurance coverage as set forth below. The amounts of insurance provided shall be exclusive of defense costs. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for the warranty period. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the City. **The City must approve all insurance coverage and endorsements prior to the Contractor's commencing work.**

#### **\* Insurance Coverage at least in the following amounts is required:**

- |    |   |   |
|----|---|---|
| 1. | Commercial General Liability<br>(bodily injury and property damage) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 2. | Products and Completed Operations                                   | \$2,000,000   |
| 3. | Automobile Liability  | \$1,000,000 combined single<br>limit                |
| 4. | Workers' Compensation   | Not less than statutory limits                      |
| 5. | Employers' Liability  | \$1,000,000   |
| 6. | Professional Liability (E&O)<br>(only if applicable)                | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |

7. Builder's Risk/Course of Construction Insurance or other appropriate Installation Floater/Rider (at City's discretion) equal to the total contract amount or, for buildings and other structures, full replacement value (covering all work, buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake,

collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

- |    |   |   |
|----|---|---|
| 8. | Owner's and Contractor's Protective Liability<br>(not required if General Aggregate has<br>Project or location selection) | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| 9. | Contractual Liability Insurance<br>(covering indemnity obligations)   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |

Additional coverage may be required in the event of the following:  
crane operating services: add On-Hook Coverage  
transportation services: add \$1,500,000 Transit Coverage

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

**\* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: 6 Professional Liability and #7 Builders Risk/Property.**

Legal reviewer initials:    ☒ Approved    ☐ Denied

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