

ADDENDUM No. 1
2025 System Improvements (Material Bid)
Northwest Henry County Utility District
Henry Co., Tennessee
June 19, 2025

To: All Plan Holders

The new Bid Due Date for this project is July 11, 2025.

The following changes shall be made to the Contract Documents, Specifications, and Drawings:

SPECIFICATIONS

Division 00 - Procurement and Contracting Requirements

1. Section 001113, **Advertisement For Bids**, Page 1, First Paragraph,
Replace first paragraph in its entirety with the following,

'Sealed Bids for furnishing all materials and appurtenances necessary for supplying materials for the 2025 System Improvements will be received by Northwest Henry County Utility District, at 1885 Whitlock Road, Paris, Tennessee 38242, until **10:00 a.m.**, local time, on, **July 11, 2025**, and then at said office (Whitlock Volunteer Fire Dept.) publicly opened and read aloud. When sending in your bid ahead of time, please insure it is received prior to July 11, 2025 and ship to the attention of: Ms. Alice Massey, 2137 Van Dyke Road, Paris, TN, 38242.'
2. Section 002113, **Instructions to Bidders**, Page 2, No. 1.03. Preparation and Execution of Bid,
Replace paragraph E. in its entirety with the following,

'If the Bid is sent by mail, or other delivery system, the sealed envelope containing the Bid must be enclosed in another envelope plainly marked on outside with the notation "BID ENCLOSED". **A mailed Bid must be received prior to July 11, 2025** and sent to the attention of: Ms. Alice Massey, 2137 Van Dyke Road, Paris, TN, 38242.'
3. **Section 004300, C-430 Bid Bond**
Replace Bid Bond in its entirety with the attached.

DRAWINGS n/a

ATTACHMENTS Section 004300, C-430 Bid Bond

Bidder Must Acknowledge Receipt of this Addendum on Bid Form.

Prepared by:
OHM Advisors
209 10th Ave South, Suite 154
Nashville, TN 37203

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Northwest Henry County Utility District Address <i>(principal place of business)</i> : 2137 Van Dyke Road Paris, TN, 38242	Bid Project <i>(name and location)</i> : 2025 System Improvements Paris, TN Bid Due Date: ¹ July 11, 2025
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.