

**NOTIFICATION OF ADDENDUM
ADDENDUM NO. THREE
DATED: July 9, 2020**

**Parmer Ranch Partners L.P. on behalf of Northwest Williamson County Municipal Utility
District No. 2**

Parmer Ranch Off-Site Wastewater Interceptor Wastewater System Drive Improvements

NOTICE TO ALL BIDDERS:

This Addendum is issued to correct/clarify/modify the CONTRACT DOCUMENTS and SPECIFICATIONS and to provide additional information to the Bidder for the above referenced project as follows:

Plan Revisions:

- o None.

Contract Documents and Specification Revisions:

- The following sections were updated in Addendum #3:

Section	Title
00410	Bid Bond

Questions/Clarifications:

1. None.

You are required to acknowledge receipt of this addendum by entering the date, which appears at the top of this letter on the addendum acknowledgement portion of your BID FORM.

Failure to acknowledge receipt of this or any other addendum in your BID FORM will result in your bid not being read.



Bryan E. Moore, P.E.
Steger Bizzell, Georgetown, TX



July 9, 2020

Date

Attachments

Addendum #3

SECTION #00410

BID BOND

BIDDER (Name and Address):

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

OWNER (Name and Address):

Parmer Ranch Partners, LP
4718 Mill Creek Road
Dallas, TX 75244

BID NO:

BID DUE DATE: Wednesday, July 15, 2020 at 10:00 a.m.

PROJECT: Parmer Ranch Off-Site Wastewater Interceptor Wastewater System Improvements

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM:

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title
(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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.

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 by 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 and 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 90 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 or 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.