**ADDENDUM NO. 1**

August 31, 2026

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| Owner: | Norman Utilities Authority |
| Project Number: | WA0387/WW0392 |
| Project Name: | Line Maintenance Solar Photovoltaic System Installation |
| Bid No. | 2526-55 |
| Contract No. | K-2526-190 |

This Addendum is a part of Contract and clarifies, corrects or modifies original Bid Documents, dated August 2026. Receipt of this addendum in the space provided on this form and include with your Bid Documents; failure to do so may subject bidder to disqualification.

## A. Revisions to Contract Forms:

1. Maintenance Bond (00610): Change to the language of the Maintenance Bond from five (5) years to two (2) years. The corrected language will read:

   "NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times."

## C. Bid Questions/Responses:

1. Question – Would you be able to consider reducing the maintenance period to two years?

   **Contract form for the Maintenance Bond has been changed from the erroneous five-year requirement to the actual two-year requirement.**

2. Question – On the 30 calendar days, when does the timer start?

   **Following bid award from City Council, a Notice to Proceed will be issued from the City to the contractor. The timer begins on receipt of the Notice to Proceed.**

3. Question – When is the facility available for inspection?

   **The facility is available Monday through Friday, 7 AM to 4:30 PM.**

4. Question – What is the age of the roof?

   **The roof was completed on September 7, 2023.**

5. Question – Who hold's the roof's warranty?.

   **Carlisle Roofing Systems, Inc., is the warranty holder.**

6. Question – Could you please confirm that the surety can add . . . language to the [performance] bond form?.

   **We cannot change the language of the performance bond form.**

7. Question – Is there a domestic material requirement, or any specific preference for modules and equipment?

   **There is no requirement, aside from Bloomberg Tier 1 products. Naturally, domestically made materials are preferred.**

8. Question – Is the solar array intended to be placed only on the middle building of the three?

   **The system can utilize the first two roofs for installation. It is up to the design requirments.**

9. Question – Regarding the requirement for at least three installations in Oklahoma, do these need to be commercial installations, or do residential installs satisfy this criteria?

   **Both residential and commercial installations will count. The preference is for commercial installations.**

10. Question – Is there a preliminary estimated budget for this project?

    **No.**

11. Question – Are there any previous plansets or work that you would like our proposal to accommodate?

    **This is a design-build project. The design should include any considerations with respect to the building and its infrastructure related to the project.**

12. Question – Is there a prevailing wage or Davis-Bacon Act requirement?

    **There is a prevailing wage requirement in the Performance Bond.**

13. Question – What is your preferred timeline for project completion?

    **We would like the project to be completed as soon as possible.**

14. Question – We are using a 4-fout perimeter setback. Do you agree this is the correct setback per code?

    **3-ft is the walkway requirement (includes perimeter).**

15. Question – We are generally using 3-ft setbacks around any mechanical equipment that could need maintenance on the roof. Do you agree this is needed per code?

    **We agree that adequate clearance should be maintained for access and maintenance, but a 3-foot setback is not necessary unless required by code or the equipment manufacturer.**

16. Question – We don't have a true walking path to each roof obstruction, but if we do include this, it would make the system size even a bit smaller. Do you want a true walking path to each mechanical obstruction?

    **A dedicated walking path to every roof obstruction is not necessary. Please maintain adequate access to equipment requiring service or maintenance.**

17. Question – In terms of designing the system size and quantifying energy production, do you want any utility bills or utility offset included in the proposal?

    **This is not necessary.**

18. Question – [W]ill it be acceptable to propose a smaller system than 88 kWdc?

    **We will review all designs and prefer the entire 88 kWdc original request. There is additional space on the adjacent building that could help with design.**

Attachments:

- 00610 Maintenance Bond Form

This addendum consists of **8** page(s)/sheet(s).

Approved by OWNER
Michele Loudenback
Environmental and Sustainability Manager

Acknowledged by BIDDER

End of Addendum

# MAINTENANCE BOND

Know all men by these presents that _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of_____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of _____Dollars ($_____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0387, WW0392
LINE MAINTENANCE SOLAR PHOTOVOLTAIC SYSTEM INSTALLATION
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2526-190) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the _____ day of _____, 20___.

(Corporate Seal) (where applicable)
ATTEST

_____
PRINCIPAL

Signed:

_____
Corporate Secretary (where applicable)

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

(Corporate Seal)

ATTEST

_____
SURETY

Signed:

_____
Corporate Secretary

_____
Authorized Representative

_____
Name and Title

Address:

_____

Telephone:

_____

## CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ of _____,
Name and Title
a _____corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary