

Bid Date: July 30, 2020

Addendum No. 1

July 17, 2020

RE: WWTP Aeration and Clarification Equipment Replacement
Spring Hill, Kansas
LR: 0320005.04

FROM: Lamp Rynearson.
9001 Ward Parkway, Suite 200
Kansas City, Missouri 64114
(816) 361-0440, FAX (816) 361-0045

TO: Planholders



This addendum forms a part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum and submit with Proposal form. Failure to do so may subject the Bidder to disqualification.

The Bidder shall acknowledge receipt of the Addendum and his acceptance of its conditions by signing the Addendum and submitting with Proposal.

Bidder _____

By _____ Title _____

SPECIFICATIONS

1. Notice to Bidders: The bid date is changed to 1:30 p.m. on August 4, 2020, same place.
2. Performance Bond: Replace in its entirety with the attached Performance Bond.
3. Section 16500.1.02.C: R.E. Pedrotti is included as an approved system integrator.
4. Section 16500.Paragraphs 2.01.B.1.a and 2.01.B.2.a: Replace with "The new PLC shall be Allen Bradley Compactlogix, and shall include:
 - Compact Logix PLC 1769-L30ER
 - One digital input module 1769-IA 16
 - One relay output module 1769-OW16
 - One power supply 1769-PA4
 - Integrated Ethernet/IP dual-port

5. Section 16500.Paragraphs 2.01.B.1 and 2.01.B.2: Add “d. The existing Maple Systems operator interface shall be replaced with an Allen Bradley 2711P-T10C21D8S.
6. Section 16500.Paragraph 2.01.B.2: Add “e. Existing contactor adjacent to the existing PLC shall be relocated within the panel as required to make room for the new PLC.

PLAN SHEETS

1. Sheet 3: Add Note “If any sludge remains in the aeration basins or clarifier that hinders the installation of the new equipment, the contractor shall be responsible for removing sludge only as necessary to install and start up the equipment.”

End of Addendum No. 1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter referred to as the Principal, as Principal, and _____ with general offices in the City of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Kansas, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the _____, hereinafter referred to as the Oblige, in the penal sum of \$ _____ (100% of the contract price) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has, on the _____ day of _____, 20____, entered into a written agreement with the Oblige for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, for the completion of improvements relating to **Wastewater Treatment Plant Aeration and Clarification Equipment Replacement**.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Oblige to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Oblige for completing the agreement in accordance with its terms and conditions, and upon determination by the Oblige of the lowest and best bid, arrange for an agreement between such bidder and the Oblige and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the agreement and any amendments thereto, less the amount paid by the Oblige to the Principal.

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20__.

PRINCIPAL:

(Seal)

Name of Principal)

By: _____

(Official Title)

SURETY:

(Name of Surety)

By _____
Attorney-in-Fact

By: _____
Kansas Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

Addendum

Principal: _____

Surety: _____

Re: Performance Bond No.:

Maintenance Bond No.:

Statutory Bond No.:

Principal: _____

Obligee/Owner/Developer: _____

Additional Oblige: **City of Spring Hill, Kansas, a Kansas municipal corporation**

Project: _____

This Addendum is to be attached to, and form part of, each of the above-mentioned Bonds.

It is agreed that the reference in the Bond to which this Addendum is attached to the written agreement between the Principal and the Oblige/Owner/Developer, shall refer, collectively, to the following three agreements: (a) to the Improvement Agreement between the Additional Oblige and the Oblige/Owner/Developer, dated _____, 20____, which Improvement Agreement concerns the same improvements as those referenced in the Bond to which this Addendum is attached; (b) to the Agreement dated _____, 20____, between the Additional Oblige, Principal, and Oblige/Owner/Developer concerning Principal providing the Bond to which this Addendum is attached; and (c) to the written agreement for improvements between Oblige/Owner/Developer and Principal, referenced in the Bond to which this Addendum is attached.

It is further agreed that the obligation of the Principal and Surety under the Bond to which this Addendum is attached shall include the obligations of the Oblige/Owner/Developer under the said Improvement Agreement referenced in subpart (a) above, the obligations of the Principal and Oblige/Owner/Developer under the Agreement referenced in subpart (b) above, and the obligations of the Principal under the written agreement referenced in subpart (c) above.

It is further agreed that the three agreements referenced in subparts (a), (b), and (c) above are all incorporated by reference into this Addendum.

This Addendum shall be effective as of the time the Bond to which it is attached becomes effective.

(Seal)

PRINCIPAL:

Name of Principal)

By: _____

Capacity: _____

SURETY:

(Name of Surety)

By: _____

Attorney-in-Fact

By: _____

Kansas Agent