

**ADDENDUM NO. 1**

TO: All Holders of Plans and Contract  
Documents for the Lamar Road Bridge  
Replacement over Jordan Branch, BRO-B083(028)  
Bridge No. 0510010  
Platte County, Missouri

ISSUED: February 22, 2021

Name of Bidder:

\_\_\_\_\_  
Receipt Acknowledged By

**This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:**

CONTRACT DOCUMENTS:

- 1) Specification:  
Replace documents "CONTRACT BOND" 2 pages in Specifications with "PERFORMANCE BOND"  
3 pages & "PAYMENT BOND" 4 pages.

*Anderson Engineering, Inc.*



Gary D. Strack, P.E., F.NSPE, SECB

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto PLATTE COUNTY, MISSOURI, as Obligee, in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment

whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_, Principal has by written agreement dated \_\_\_\_\_, 2021, entered into a Contract with Obligee for construction of Lamar Road Bridge Replacement project in accordance with drawings and specifications prepared by Platte County Public Works which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts 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. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligeo to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligeo to Principal.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligeo named herein or the heirs, executors, administrators or successors of the Obligeo.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

Address: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

Address: \_\_\_\_\_  
\_\_\_\_\_

The foregoing Bond is approved.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDING COMMISSIONER

\_\_\_\_\_  
FIRST DISTRICT COMMISSIONER

\_\_\_\_\_  
SECOND DISTRICT COMMISSIONER

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## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, hereinafter called  
Surety, are held and firmly bound unto PLATTE COUNTY, MISSOURI, as Obligee, for the use and benefit  
of claimants as herein below defined, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, \_\_\_\_\_, Principal has by written agreement  
dated \_\_\_\_\_, 2021, entered into a Contract with Obligee for construction of  
Lamar Road Bridge Replacement project in accordance with drawings and specifications prepared by Platte  
County Public Works which contract is by reference made a part hereof, and is hereinafter referred to as  
the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly make payment  
to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the  
performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and  
effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of  
the Principal for labor, material, or both, used or reasonably required for use in the performance of the  
Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil,  
gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that  
every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the

suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law,

c. Other than in a state court of competent jurisdiction in and for Platte County, Missouri, or in the United States District Court for the Western District of Missouri, and not elsewhere.

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

Address: \_\_\_\_\_  
\_\_\_\_\_



The foregoing Bond is approved.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDING COMMISSIONER

\_\_\_\_\_  
FIRST DISTRICT COMMISSIONER

\_\_\_\_\_  
SECOND DISTRICT COMMISSIONER