



Mead & Hunt, Inc.

Addendum No. 1

Project name: Black River Falls Hydroelectric Project,
Tainter Gates and Hoists Procurement Client: Black River Falls Municipal Utilities
Project location: Black River Falls, WI Client representative: Jerry Ewert
Project number: 02039-10-10001 Mead & Hunt manager: Warren Hayden
Date: July 14, 2010 Mead & Hunt phone: 608-273-6380

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Bid Form shall result in rejection of bid.

Changes to Bidding Documents:

1. Agreement: Replace paragraph 5.03.B. with the following:

B. The Goods comprising three gates and hoists are to be delivered to the Point of Destination and ready for Buyer’s receipt of delivery within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

2. Agreement: Replace paragraph 5.03.C. with the following:

C. The Goods comprising the remaining three gates and hoists are to be delivered to the Point of Destination and ready for Buyer’s receipt of delivery within 160 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

3. Agreement: Replace paragraph 5.05 with the following:

A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if Shop Drawings are not submitted to Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller’s specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if Shop Drawings are not submitted on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each day that expires after the time specified in Paragraph 5.02 for submittal of Shop Drawings.

B. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller’s specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$750.00 for each day that expires after the times specified in Paragraphs 5.03.A to 5.03.C for delivery of acceptable Goods.

4. Supplementary Conditions: Replace paragraph SC-4.02.D. with the following:

D. The limits of liability for the insurance required by Paragraph SC-4.02.B shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.B.1 and B.2:

- | | |
|--|-------------------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$500,000 each accident |

2. Seller's General Liability under Paragraphs SC-4.02.B.3 through B.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

- | | |
|---|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Products - Completed
Operations Aggregate | \$1,000,000 |
| c. Personal and Advertising
Injury | \$1,000,000 |
| d. Each Occurrence
(Bodily Injury and
Property Damage) | \$1,000,000 |
| e. Property Damage liability
insurance will provide
Explosion, Collapse, and Underground
coverages where applicable. | |
| 1) General Aggregate | \$2,000,000 |
| 2) Each Occurrence | \$2,000,000 |
| f. Excess or Umbrella Liability | |
| 1) General Aggregate | \$3,000,000 |
| 2) Each Occurrence | \$3,000,000 |

3. Automobile Liability under Paragraph SC-4.02.B.6:

- | | |
|-----------------------------|-------------|
| a. Bodily Injury: | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| c. Combined Single Limit of | \$1,000,000 |

4. The Contractual Liability coverage required by Paragraph SC-4.02.C.4 shall provide coverage for not less than the following amounts:

- | | |
|---------------------|-------------|
| a. Bodily Injury: | |
| Each Accident | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
| b. Property Damage: | |
| Each Accident | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

General Comments:

1. Bidders are advised that a Bid not accompanied by the required Bid security will be disqualified.
2. Bidder's attention is drawn to paragraphs 1.02, 2.01, and 2.02 of the Bid Form.
3. Bidders shall provide evidence that Goods furnished will meet the requirements of the Buy American Clause.

END OF ADDENDUM No. 1