

*Sam Page*  
County Executive

Saint Louis  
**COUNTY**  
TRANSPORTATION  
PUBLIC WORKS

*Daniel W. Dreisewerd, P.E., PTOE*  
Acting Director

*Stephanie Leon Streeter, P.E.*  
Deputy Director

June 19, 2019

**ADDENDUM NO. 2**

Notice to All Persons and Firms Proposing  
to Submit a Bid or Furnish Materials for  
Chesterfield Airport Road Resurfacing  
St. Louis County Project No. AR-1740

The construction contract for this project has been revised as follows:

No. 1

Delete contract pages 184-186 of 191 and replace with the attached pages 184A-186A of 191

**ATTENTION BIDDERS: THE ADDENDUM ACKNOWLEDGEMENT IN THE BID DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH ALL BID PROPOSALS.**



Joseph W. Kulesa, P.E.  
Division Manager, Design

JWK/DJF/jlh

*Attachments: Revised Contract Pages 184A-186A of 191*

## CONTRACT

THIS AGREEMENT, made between St. Louis County, Missouri, hereinafter called the COUNTY and \_\_\_\_\_, hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the County, and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor hereby agrees to do or furnish, at its own expense, all labor, materials, and equipment called for in the bid designated as County Project No. AR-1740, and shall perform all work necessary to complete removal and replacement of deteriorated and/or damaged pavement; pavement surfacing and texturing; superpave asphaltic concrete overlay, removal and replacement of sidewalk curb ramps, installation of traffic signal equipment, sodding and other incidental items on Chesterfield Airport Road from Olive Street Road to Baxter Road within St. Louis County and other incidental items necessary to complete the above in a workmanlike manner, as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Bid," "Contract Bond," "Acknowledgement," "Financial Statement," "Special Provisions, Job and General," "Standard Specifications," "Notice to Proceed," and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Special Provisions, Job and General," included in the bid, the work shall be done in accordance with the "St. Louis County Department of Transportation Standard Specifications for Road and Bridge Construction." Said Standard Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employee of the County.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed, and to complete the work within the time specified in the bid or such additional time as may be allowed by the Director under the contract.

The work shall be done to the complete satisfaction of the Director, St. Louis County Department of Transportation, and in case the federal government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri, and the Charter and ordinances of St. Louis County.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply, and cause each of his subcontractors, if any, to comply, with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the grounds of race, color, sex, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all monies payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County, and that the County may retain to its own use from any sums due to or become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The County agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Bid.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the date last written below.

Executed by the COUNTY this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Executed by the CONTRACTOR this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

(ST. LOUIS COUNTY, MISSOURI SEAL)

By: \_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_  
Administrative Director of the  
St. Louis County Council

\_\_\_\_\_  
Contractor

(CONTRACTOR SEAL)

By: \_\_\_\_\_  
Name Title

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Director of Transportation and Public Works

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
County Counselor

ACCOUNTING OFFICER'S CERTIFICATION:

I hereby certify that an unencumbered balance, sufficient to pay the contract sum, remains in the appropriation account against which this obligation is to be charged.

\_\_\_\_\_  
Accounting Officer