

Steven V. Stenger
County Executive



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

Stephanie Leon Streeter, P.E.
Deputy Director

August 23, 2017

ADDENDUM NO. 2

Notice to All Persons and Firms Proposing
to Submit a Bid or Furnish Materials for
2016 ITS Program - Sappington-Highway 21 Corridor
St. Louis County Project No. AR-1589
Federal Project No. CMAQ-4900(628)

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

No. 1

Corrected Bid Document, "**Bid**" and "**Bid Bond**" as follows:

Both documents were edited to remove references to the Chesterfield Valley / Airport-Westport project.

REVISED BID DOCUMENTS, "BID" AND "BID BOND", ARE ATTACHED AND SHOWS THE CHANGES NOTED IN ITEM NO. 1 ABOVE. FAILURE TO SUBSTITUTE THIS BID DOCUMENT MAY RESULT IN REJECTION OF THE BID.

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

A handwritten signature in blue ink, appearing to read "Joseph Kulesa".

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

JK/PM/dah

Attachments: Revised Bid and Bid Bond

BID

Project Name: 2016 ITS Program – Sappington-Highway 21 Corridor
County Project No.: AR-1589
Federal Job No.: CMAQ-4900(628)

TO: St. Louis County, acting by and through the St. Louis County Council, Clayton, Missouri

1. DESCRIPTION. For constructing 2016 ITS Program – Sappington-Highway 21 consisting of the installation of new conduit, fiber optic interconnect cable, and pull boxes, replacement of existing traffic signal controller units and cabinets, installation of fiber optic cable termination cabinets, installation of a Pan, Tilt, Zoom (PTZ) Surveillance Camera System, school zone beacon wireless communication equipment (County installed); all within St. Louis County, and other incidental items necessary to complete the above in a workmanlike manner.
2. SPECIFICATIONS, CONTRACT AND BOND. The specifications, contract and bond governing the construction of the work contemplated are those known and designated as the St. Louis County Department of Transportation Standard Specifications for Road and Bridge Construction, approved by the St. Louis County Council, together with the "Special Provisions, Job and General," if any, attached to this bid.
3. PLANS. The plans herein referred to are plans approved by the Director and marked with the project and section numbers set out above, together with all standard or special designs that may be designated in such plans.
4. MISCELLANEOUS. The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion or combination of any kind or character with any other person, firm, association or corporation, or any member or officer thereof; that he has carefully examined the location of the proposed work, the plans, Standard Specifications, and special provisions heretofore mentioned, and the form of contract and contract bond; that he proposes, and agrees, if this bid is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to provide all necessary machinery, tools, apparatus and other means of construction, and will do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and in accordance with the requirements of the Director as therein set forth; and that he will accept in full payment therefore the amount or amounts certified by the Director in accordance with the bid, specifications and contract.
5. NONDISCRIMINATION. The undersigned, as bidder, understands that in any project involving participation of federal funds, the bidder awarded the contract will be required to comply, and to cause his subcontractors, if any, to comply, with all federal statutes, regulations and directives concerning discrimination against any person in connection with the contract, on account of race, color, sex, or national origin, and that such nondiscrimination extends to procurement of materials and lease of equipment for use in connection with the contract.
6. QUANTITIES. It is understood by the undersigned that the quantities given in the following itemized bid are not guaranteed by the County and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid, multiplied by the unit price bid, shall constitute the gross sum bid.

- 7. ITEMIZED BID. The undersigned submits the following itemized bid and hereby authorizes the Director to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized bid sheet(s) into any contract.
- 8. TIME FOR COMPLETION. If this bid is accepted the undersigned hereby agrees that work will begin not later than the authorization date in the Notice to Proceed and will be diligently prosecuted at such rate and in such manner as, in the judgment of the Director, is necessary for the completion of the work within the time specified as follows:

Working Days: 90

- 9. LIQUIDATED DAMAGES. The undersigned further agrees that, should he fail to complete the work on the date, or in the time specified, or such additional time as may be allowed by the Director under the contract, the amount of liquidated damages to be recovered, in accordance with the requirements of Section 108.7 of the Standard Specifications, shall survive as follows:

Liquidated Damages Per Day: \$950

- 10. BID GUARANTEE. The undersigned submits and attaches to this bid a bid guarantee meeting the following requirements: Each Bid shall be accompanied by a certified check or cashier's check equal to five (5) percent of the total bid, payable to "Treasurer, St. Louis County", to the use of the County, or a bidders bond, in like sum, executed by a surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if its bid be accepted, it will, within ten (10) days after receipt of notice of such acceptance, enter into a contract and bond to do the work advertised; and, in case of default, forfeit such bid guaranty. The provisions of Section 103.4.1 shall also apply to this bid guaranty. Bid guarantees will be returned as per Section 103.3, Standard Specifications.
- 11. SUPERVISION OF WORK. The undersigned intends to have the following person(s) supervise the work:

- 12. CONTACT INFORMATION. The undersigned designates the following person(s) as the point of contact for questions regarding this bid proposal and contract execution.

Contact Name: _____

Contact E-Mail Address: _____

Phone Number: _____ Fax Number: _____

Contact Mailing Address: _____

BID BOND

Project Name: 2016 ITS Program - Sappington-Highway 21 Corridor
County Project No.: AR-1589
Federal Job No.: CMAQ-4900(628)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____
as Surety, are held and firmly bound unto St. Louis County, Missouri, in the penal sum of an amount equal to 5% of the total bid in lawful money of the United States to be paid to St. Louis County, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____.

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS, the Principal is submitting herewith a bid to St. Louis County on St. Louis County Project No. AR-1589, Federal Project No. CMAQ-4900(628) to construct 2016 ITS Program – Sappington-Highway 21 consisting of the installation of new conduit, fiber optic interconnect cable, and pull boxes, replacement of existing traffic signal controller units and cabinets, installation of fiber optic cable termination cabinets, installation of a Pan, Tilt, Zoom (PTZ) Surveillance Camera System, school zone beacon wireless communication equipment (County installed); all within St. Louis County, and other incidental items necessary to complete the above in a workmanlike manner.

NOW THEREFORE, if St. Louis County shall accept the bid of the Principal and if the Principal shall properly execute and deliver to St. Louis County the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications for the project, and St. Louis County Revised Ordinances, 1974, as amended, and other applicable law, all to the satisfaction of St. Louis County, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the Principal shall, in the judgment of the Director of the St. Louis County Department of Transportation, fail to comply with any requirement as set forth in this bond, then St. Louis County shall immediately and forthwith be entitled to recover the full penal sum set out above, together with court costs, attorney's fees, and any other expense of recovery.

(Seal)

By: _____
Principal

(Seal)

By: _____
Surety

NOTE: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Missouri.



ADDENDUM FAX COVER LETTER

ADDENDUM NO. 2

FROM: St. Louis County Department of Transportation

PROJECT MANAGER: Daniel Howell

RE: 2016 ITS Program-Sappington/Hwy 21

DATE: _____ TIME: _____

NUMBER OF PAGES (Including Cover Letter) _____.

IF YOU DO NOT RECEIVE ALL PAGES, CALL (314) 615-8543.

PLEASE DELIVER TO RECIPIENT AS SOON AS POSSIBLE.

UPON RECEIPT OF THIS FAX TRANSMISSION, **PLEASE SIGN AND DATE** (IN THE INDICATED LOCATIONS BELOW), AND **FAX THIS ACKNOWLEDGEMENT TO THIS DEPARTMENT AT 615- 8194** (Attn: DESIGN DIVISION) TO VERIFY RECEIPT

COMPANY _____

RECEIVED BY _____

DATE _____