

Stephanie Leon Streeter, P.E. Director

Joseph W. Kulessa P.E. Acting Deputy Director

January 5, 2023

## ADDENDUM NO. 1

Notice to All Persons and Firms Proposing to Submit a Bid or Furnish Materials for Wyncrest Drive Bridge No. 266 St. Louis County Project No. CR-1292 Federal Project No. BRO-B096(007)

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

## No. 1

**Replace** Special Provision No. 100.10.2 "<u>Completion of Project</u>" with the following, increasing the working days from 110 to 150 days:

- A. The work on this project shall commence on the date specified in the "Notice To Proceed" and completed in not more than 150 working days from said commencement date unless additional time is granted by the Director. Due to seasonal limitations, seeding may be completed after the dates shown on the schedule, if authorized by the Resident Engineer.
  - 1. Upon request Saint Louis County will issue a "Clearing Notice to Proceed" for tree removal activities up to thirty (30) days prior to issuance of the "Notice to Proceed" for all other construction activities. No working days shall be charged against the contract for the time period between issuance of the "Clearing Notice to Proceed" and the "Notice to Proceed". Note-bat habitat suitable trees can only be cleared between November 1 and March 31.
- B. Liquidated damages in the amount of \$950.00 per day will be charged after the expiration of the time stipulated for each and every calendar day that all work remains uncompleted.

## No. 2

**Revised** Bid Document, increasing the working days from 110 to 150.

## No. 3

**Modify** Section 703.3.3 of the St. Louis County Standard Specifications for Road and Bridge Construction as indicated below:

The Contractor shall have the option to use a vibratory screed for finishing the concrete deck compared to a traditional bridge finishing machine.

REVISED BID DOCUMENT, "BID", IS ATTACHED AND SHOWS THE CHANGES NOTED IN ITEM NO. 2 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.

Pamela R. Thebeau, P.E.

Assistant Division Manager – Project Development

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JWK/DAH/dah

Attachment: Bid Document

Project Name: Wyncrest Drive Bridge No. 266

County Project No.: CR-1292 Federal Job No.: BRO-B096(007)

Limits: To the west of Consort Drive continuing east approximately 250 feet along Wyncrest Drive

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

- 1. DESCRIPTION. For constructing (or improving) the project designated above, consisting of the removal and replacement of Wyncrest Drive Bridge No. 266, including approach concrete pavement, and concrete barrier 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/she 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/she 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/she 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/her 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, religion, creed, sex, age, ancestry, 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: 150 Revised Per Addendum No. 1

9. LIQUIDATED DAMAGES. The undersigned further agrees that, should he/she 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: \$950.00

- 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 so 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.

12.		The undersigned designates the following person(s) as the regarding this bid proposal and contract execution.
	Contact Name:	
	Contact E-Mail Address:	
	Phone Number:	Fax Number:
	Contact Mailing Address:	