

October 29, 2025

## ADDENDUM NO. 2

Notice to All Persons and Firms Proposing to Submit a Bid or Furnish Materials for Charbonier Road Resurfacing St. Louis County Project No. AR-1744 Federal Project No. STP-5506(604)

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

No. 1

**Replace** Job Special Provision No. 100.10.16 (titled "Revised Insurance Specification Federal") with the attached, revised copy of Job Special Provision No. 100.10.16 (titled "Revised Insurance Specification Federal").

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

Regards,

Jill Allen

Contract Administrator, Department of Transportation and Public Works 1050 North Lindbergh Boulevard

Attachments: Revised Job Special Provision No. 100.10.16



## 100.10.16 REVISED INSURANCE SPECIFICATION (FEDERAL)

- A. The successful bidder agrees to carry the following insurance coverage during the period of this Contract and shall include a "Certificate of Liability Insurance" with each Contract. One original certificate shall be submitted with executed Contract books. The comment/descriptions shall include the following: Project Number and Name, with <a href="both 5t">both 5t</a>. Louis County and Missouri Department of Transportation (MoDOT) named as additional insured, and a Waiver of Subrogation.
  - 1. Commercial General Liability (CGL): Successful bidder agrees to maintain for the duration of the Contract commercial general liability, (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$4,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury and liability assumed under an insured Contract (including the tort liability of another assumed in a business Contract). St. Louis County shall be endorsed on the policy as additional insured. Contractor may be required to raise the limits of liability on occurrence bases to match the revised statutory limit of liability for public entities during the term of this Contract.
  - 2. <u>Business Automobile Liability:</u> Successful bidder shall agree to maintain for the duration of the Contract a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and include limits of not less than \$4,000,000 per occurrence for bodily injury and property damage claims that may arise as a result of operations under this Contract. The County shall be named as additional insured under the policy. Contractor may be required to raise the limits of liability on occurrence bases to match the revised statutory limit of liability for public entities during the term of this Contract.
  - 3. <u>Workers Compensation Insurance and Employer Liability:</u> Successful bidder shall purchase and maintain Workers Compensation Insurance with statutory limits and Employer Liability Insurance for the duration of this Contract.
  - 4. <u>Indemnification:</u> To the fullest extent permitted by law, the successful bidder shall indemnify, defend and hold harmless the County, MoDOT, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fees arising out of or resulting from the performance of the bidder's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party. (WAIVER OF SUBROGATION shall apply.)