

Sam Page
County Executive



Stephanie Leon Streeter, P.E.
Director

Joseph W. Kulesa, P.E.
Acting Deputy Director

May 16, 2023

ADDENDUM NO. 2

Notice to All Persons and Firms Proposing
to Submit a Bid or Furnish Materials for
Baxter Road (South) Resurfacing
St. Louis County Project No. AR-1555
Federal Project No. STP-5548(606)

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

No. 1

Replace Bid Documents, with the attached. Correcting the Federal Job No.: STP-5568(606) to Federal Job No.: STP-5548(606) for all necessary pages.

REVISED BID DOCUMENTS ARE ATTACHED AND SHOW THE CHANGES NOTED IN ITEM NO. 1 ABOVE. FAILURE TO SUBSTITUTE THESE BID DOCUMENTS 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 cursive script that reads "Charles M. Thien".

Charles M. Thien, P.E.
Project Manager IV
Project Development Division

JWK/CMT/kjj
Attachments: Bid documents



BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

The following list of standard contractual documents and instructions must be read and such documents executed by the bidder prior to submission of his/her bid. Failure to completely execute each one of these contract documents may result in a rejection of the bid.

1. Contractor and Subcontractor Certification Regarding Affirmative Action
2. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments
3. Certification Regarding Lobbying Activities
4. Anti-Collusion Statement (also requires notarization)
5. Bidder's Acknowledgement of NPDES Land Disturbance Permit Requirements
6. Bid, Paragraph 11 (Supervision of Work)
7. Bid, Paragraph 12 (Contact Information)
8. Signature and Identity of Bidder
9. Bid Bond
10. Bidder's Acknowledgement (also requires notarization)
11. Bidder's Statement on Signal Equipment and Materials (if applicable)
12. Option for Bituminous Materials Cost Adjustments
13. Work Authorization Affidavit for Business Entities Pursuant To 285.530 R.S.Mo. (requires notarization). Attach documentation of enrollment/participation in a federal work authorization program. Refer to Instructions in the Special Provisions
14. Affidavit of Compliance with Section 292.675 R.S.Mo (requires notarization)
- 15A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS
- 15B. DBE SUBMITTAL FORMS
This Form must be submitted by 4:00 PM three (3) business days after bid opening.
16. Addendum Acknowledgement

The State of Missouri Notary Law requires:

"On every notary certificate, a notary public shall indicate clearly and legibly by means of rubber stamp, typewriting or printing, so that it is capable of photographic reproduction:


1. his/her name exactly as it appears on his/her commission;
2. the words 'Notary Public', 'State of Missouri', and 'My commission expires (commission expiration date)';
3. the name of the county within which he/she is commissioned."

Failure of the bidders to fully comply with the above Notary Law requirement may cause the bid to be considered nonresponsive or incomplete and be rejected. The bidder should notify the bonding agent of these notary requirements.

CONTRACTOR AND SUBCONTRACTOR CERTIFICATION
REGARDING AFFIRMATIVE ACTION

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

Limits: Manchester Road to Clayton Road

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 60-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his/her designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company

By: _____

Date: _____


Title

May 1988

CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

Limits: Manchester Road to Clayton Road

The president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

(Insert exceptions, if any.)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute an endorsement and execution of this certification.

CERTIFICATION REGARDING LOBBYING ACTIVITIES

In accordance with Section 391 of Public Law 101-121, the Bidder, under penalty of perjury, certifies by signing and submitting this bid or proposal, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder also agrees by submitting this bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Company

By _____
Name Title

Date

ANTI-COLLUSION STATEMENT

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

STATE OF MISSOURI

§

COUNTY OF ST. LOUIS }

(Name of Person Signing)

being first duly sworn, deposes and says that he/she is the _____

(Title of Person Signing) of

(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By: _____

By: _____

By: _____

Sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____

Stamp, type or print:

Notary Public's Name _____


Notary Public State of _____ County of _____

Notary Public Commission Expires on _____

BIDDER'S ACKNOWLEDGEMENT OF NPDES
LAND DISTURBANCE PERMIT REQUIREMENTS

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

STATE OF MISSOURI

§

COUNTY OF ST. LOUIS }

Name of Person Signing

being first duly sworn, deposes and says that he/she is the _____
Title of Person Signing

Name of Bidder

I, as a bidder, hereby certify that I fully acknowledge and understand the Contractor's responsibility relative to the NPDES Land Disturbance Permit Requirements, Permit No. MO-R100008. The construction site supervisor and employees will be trained to adhere to these requirements and all the other terms and provisions of the Storm Water Pollution Prevention Plan.

Bidder

By: _____
Name Title

Sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____

Stamp, type or print:

Notary Public's Name _____

Notary Public State of _____ County of _____

Notary Public Commission Expires on _____

BID

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606)



Limits: Manchester Road to Clayton Road

TO: St. Louis County

1. DESCRIPTION. For constructing (or improving) the project designated above, consisting of pavement repairs, asphalt pavement removal (milling) and resurfacing, ADA sidewalk and curb ramp upgrades, a 10-foot-wide shared use path, striped bike lanes, curb replacement, guardrail upgrades, storm sewer improvements, traffic signal and pedestrian signal upgrades from Manchester Road to Clayton Road 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: 130 (Immediately Following the Notice to Proceed, or
the Date the Contractor Starts any Construction
Operations on the Project; Whichever is Sooner)

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: \$2425

Failure to begin installing the loop detectors within the time specified:

Liquidated Damages Per Day: \$ 500.00

Failure to begin temporary striping within the time specified:

Liquidated Damages Per Hour: \$ 200.00

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.
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: _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself/herself to become the responsible and sole contractor) he/she is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he/she is signing and executing this (as indicated in the spaces below) as the bid of a

() sole individual () partnership () joint venture () limited liability company

() corporation, incorporated under laws of State of _____

Dated _____, _____

Names of individuals, all partners,
or joint venturers:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of
business in Missouri:

(If using a fictitious name, show this name
above in addition to legal names.)

(If a corporation, show its name above.)

ATTEST:

_____	By _____
Secretary	Name Title

(SEAL)

(NOTE: If the bidder is doing business under a FICTITIOUS NAME, the bid shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, R.S. Mo. If the bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it should procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, R.S. Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Administrative Director of the St. Louis County Council, as required by the Standard Specifications, Sec. 102.4.6 and 102.4.7.)

BID BOND

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555


Federal Job No.: STP-5548(606) 

Limits: Manchester Road to Clayton Road

KNOW ALL MENWOMEN 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 County
Project No. AR-1555, Federal Job No. STP-5548(606)  for pavement repairs, asphalt pavement
removal (milling) and resurfacing, ADA sidewalk and curb ramp upgrades, a 10-foot-wide shared
use path, striped bike lanes, curb replacement, guardrail upgrades, storm sewer improvements,
traffic signal and pedestrian signal upgrades from Manchester Road to Clayton Road within St.
Louis County and other incidental items necessary to complete the above in a workmanlike
manner, as set out in said bid.

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.

BIDDER'S ACKNOWLEDGEMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

STATE OF MISSOURI
§
COUNTY OF ST. LOUIS}

On this _____ day of _____, 20____, before me appeared

_____,
Name

to me personally known, who, being by me first duly sworn, did say that he/she executed the foregoing bid with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the bidder are true; and

(if a sole individual) acknowledged that he/she executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he/she executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he/she is
the _____
President or Other Agent

of _____;
Company
that the above bid was signed
and sealed in behalf of said corporation by authority of its Board of Directors; and he/she
acknowledged said bid to be the free act and deed of said corporation.

Witness my hand and seal at _____, the day and year first
above written.

(SEAL)

Notary Public

My commission expires _____, 20____.

Stamp, type or print:

Notary Public's Name _____

Notary Public State of _____ County of _____

Notary Public Commission Expires on _____

BIDDER'S STATEMENT ON SIGNAL EQUIPMENT AND MATERIALS TO BE FURNISHED

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

Specify time required for delivery of all traffic signal equipment to be furnished:

_____ Calendar days after date of award by County Council and after concurrence by Federal Highway Administration (if applicable)

List the major manufacturers of the traffic signal equipment to be furnished.

Bidder

By: _____
Name Title

Date

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

Federal Job No.: STP-5548(606) 

This form to be completed and submitted with bid. Failure to submit this form, or failure to fill out form completely, shall make this contract EXEMPT of bituminous materials cost adjustments. After award, this form, if submitted and completed, shall become part of the contract.

Asphalt Price Index ("APIL"), as published by MoDOT for the month prior to the date that the contract bid is publicly opened and read shall apply. (Refer to: https://spexternal.modot.mo.gov/sites/de/Lists/AC_Index/AllItems.aspx)

Contractor's Option:

Is your company opting to include Special Provision "400.10.1 BITUMINOUS MATERIALS COST ADJUSTMENTS" as part of this contract?

____ YES

____ NO

Bidder

By:

Name

Title

Date

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

Project Name: Baxter Road (South) ARS Resurfacing

St. Louis County Project No.: AR-1555

Federal Project No.: STP-5548(606) 2

STATE OF _____

§

COUNTY OF _____ }

On the _____ day of _____, 20____, before me appeared _____,

Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with St. Louis County to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by St. Louis County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by St. Louis County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city or county state

Notary Public

My commission expires: _____

(Attach documentation of enrollment/participation in a federal work authorization program. Refer to Instructions in the Special Provisions.)

AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675 R.S.Mo.

Project Name: Baxter Road (South) ARS Resurfacing

St. Louis County Project No.: AR-1555

Federal Project No.: STP-5548(606) 

County of _____
§

State of _____

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ who

is _____ of _____, a

() sole proprietorship () partnership () joint venture () limited liability company

() corporation, incorporated under laws of State of _____, and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

1. that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

IN WITNESS WHEREOF, the party hereto hereunto sets his hand and seal this _____ day of _____, 20__.

(SEAL)

By: _____

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My commission expires _____.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS **(MARCH 2022)**

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as "the recipient". The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbe@modot.mo.gov. It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary

to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

8.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission's DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program

requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Effort Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of

excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated

damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period.

MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

County Project No.: AR-1555

2

DBE Submittal Forms:

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **15%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

% OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Project Name: Baxter Road (South) ARS Resurfacing
 County Project No.: AR-1555

Sheet 2 of 3

Federal Job No.: STP-5548(606)

DBE SUBMITTAL FORMS
(For Local Program Agency (LPA) Projects)

Prime Contractor: _____

Contract Amount: _____

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to the St. Louis County Department of Transportation no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is the project manager's e-mail address as noted in the Notice to Contractors. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: _____ Address: _____

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)
DBE Total:			Total %	

**Cannot exceed contract amount for given item of work
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
 Allowed amount of participation will be in accordance with 49 CFR Part 26.
 Brokered services will only receive credit for fees.

Respectfully submitted:

Company Name (Prime Contractor) _____

Name / Title _____

Signed (Prime Contractor) _____

Project Name: Baxter Road (South) ARS Resurfacing
County Project No.: AR-1555

Sheet 3 of 3

Federal Job No.: STP-5548(606)

 2

**Instructions for
Completing the
DBE Identification
Submittal Form
(For Local Program Agency LPA) Projects)
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification

System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab:

[HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

ADDENDUM ACKNOWLEDGEMENT

Project Name: Baxter Road (South) ARS Resurfacing

St. Louis County Project No.: AR-1555

Federal Project No.: STP-5548(606)



Check and complete one of the following statements:

____ The undersigned acknowledges that no addendums were issued.

____ The undersigned acknowledges receipt of Addendum number ____ through ____ inclusive.

Name of the Bidder: _____


By: _____
Name & Signature of Contractor's Authorized Representative Date

CORPORATE SEAL

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-1555 and Federal Project No. STP-5548(606) and shall perform all work necessary to complete pavement repairs, asphalt pavement removal (milling) and resurfacing, ADA sidewalk and curb ramp upgrades, a 10-foot-wide shared use path, striped bike lanes, curb replacement, guardrail upgrades, storm sewer improvements, traffic signal and pedestrian signal upgrades from Manchester Road to Clayton 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 Contract as of the later of the dates written below.

CONTRACTOR

By: _____ Date: _____

Title: _____

I, _____, affirm that I am the _____ [title] of _____ [corporation] _____, Inc., and that I signed this Contract on behalf of said corporation, by authority of its board of directors. I acknowledge this Contract to be the free act and deed of the said corporation.

ST. LOUIS COUNTY

By: _____ Date: _____
County Executive

ATTEST:

Administrative Director

APPROVED: _____
Director of Transportation and Public Works

APPROVED AS TO LEGAL FORM:

County Counselor

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.

Chief Accounting Officer

CE Review: _____ Legal Review: _____ Encumbrance Review: _____

**RESOLUTION OF CORPORATE BOARD
AUTHORIZING EXECUTION OF CONTRACT**

I, the Undersigned, hereby certify that I am the duly elected and qualified secretary of _____, a corporation duly organized and existing under the law of the State of _____, and authorized to do business in the State of Missouri, and am keeper of the records and corporate seal of said corporation; that the following is a true and correct copy of the RESOLUTION duly adopted at the meeting of its Board of Directors held in accordance with its bylaws at its office at _____, on the ____ day of _____, 20____, to wit:

Sample Resolution

“Be it resolved that the (President) (Vice-President) of this corporation or his successor in office, be and is hereby authorized and directed for, on behalf of, and in the name of, this corporation to execute the attached Contract by and between St. Louis County, Missouri, as party of the first part, and this corporation, as party of the second part, providing for certain construction work upon those certain terms and conditions in accordance with those certain specifications, all as contained in said Resolution. Resolved further, that this resolution shall remain and continue in full force and effect until after said Contract is fully executed and finally completed.”

Approved:

Title: _____

Date: _____

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary and affixed the corporate seal of said corporation this ____ day of _____, 20____.

(SEAL)

Secretary

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

STATE OF MISSOURI

§

COUNTY OF ST. LOUIS }

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing bid, contract agreement and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

Stamp, type or print:

Notary Public's Name _____

Notary Public State of _____ County of _____

Notary Public Commission Expires On _____

2. Form to be used if Contractor is a partnership or unincorporated company.

STATE OF MISSOURI

§

COUNTY OF ST. LOUIS }

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing bid, contract agreement and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the bid.

Witness my hand and seal at _____,
the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

Stamp, type or print:

Notary Public's Name _____

Notary Public State of _____ County of _____

Notary Public Commission Expires On _____

3. Form to be used if Contractor is a corporation.

STATE OF MISSOURI

§

COUNTY OF ST. LOUIS }

On this _____ day of _____, 20____, before me
appeared _____, to me
personally known, who, being by me duly sworn, did say that he/she is
the _____ of _____
(the Contractor), and that the seal affixed to the foregoing contract agreement and contract bond
is the corporate seal of said corporation, and the foregoing bid contract agreement and contract
bond were signed and sealed in behalf of said corporation by authority of its Board of Directors,
and said _____ acknowledged said instruments to be the free
act and deed of said corporation.

Witness my hand and seal at _____,
the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

Stamp, type or print:

Notary Public's Name _____


Notary Public State of _____ County of _____

Notary Public Commission Expires On _____

CONTRACT BOND

Project Name: Baxter Road (South) ARS Resurfacing

County Project No.: AR-1555

 Federal Job No.: STP-5548(606)

Limits: Manchester Road to Clayton Road

KNOW ALL MEN/WOMEN 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
_____ Dollars (\$ _____),
lawful money of the United States, to be paid to Treasurer, St. Louis County, for which sums of
money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors
and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____.

The condition of this obligation is such that:

WHEREAS, the said bounden principal has entered into a certain contract with St. Louis County, Missouri, acting by and through the St. Louis County Department of Transportation, said contract being for pavement repairs, asphalt pavement removal (milling) and resurfacing, ADA sidewalk and curb ramp upgrades, a 10-foot-wide shared use path, striped bike lanes, curb replacement, guardrail upgrades, storm sewer improvements, traffic signal and pedestrian signal upgrades from Manchester Road to Clayton Road within St. Louis County and other incidental items necessary to complete the above in a workmanlike manner. A copy of said contract being hereto attached and made a part hereof and bearing the date of _____.

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by state and federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans, and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the Director, St. Louis County Department of Transportation, under authority from the St. Louis County Council, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by his/her

employee, agent, servant, bailee or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

(SEAL)

ATTEST:

Secretary

Principal

(SEAL)

By: _____

Title

ATTEST:

Secretary

Surety

(SEAL)

By: _____

Title

CONTRACTOR'S PROJECT AFFIDAVIT

STATE OF MISSOURI
§
COUNTY OF ST. LOUIS }

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that _____,
of lawful age, being duly sworn, upon his/her oath deposes and says that he/she
is _____ of
_____, the
Contractor engaged in the _____ designated as St.
Louis County Project No. AR-1555, Federal Job No. STP-5548(606), and that all bills for labor
and materials incident to said project have been paid and laws relating to payment of prevailing
wage rates have been complied with, and the said project is therefore free from all liens and
encumbrances.



IN WITNESS WHEREOF, the party hereto hereunto sets his/her hand and seal this
_____ day of _____, 20__.

(SEAL)

By: _____

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My commission expires _____.

The undersigned, surety on the above project, hereby endorses the above affidavit and
consents to final payment.

(SEAL)

By: _____
Attorney-in-fact

Stamp, type or print:

Notary Public's Name _____

Notary Public State of _____ County of _____

Notary Public Commission Expires On _____