

BILL NO.: 18-0231

ORDINANCE NO.: 18- 0165

INTRODUCED BY: COUNCIL MEMBER(S) Bechowski

1           **AN ORDINANCE AWARDING THE BID FOR THE OLD STATE ROUTE**  
2 **21-PHASE 2 IMPROVEMENTS PROJECT TO THE LOWEST AND BEST**  
3 **RESPONSIVE BIDDER AS REFLECTED IN THE RESPONSES TO A CERTAIN**  
4 **INVITATION FOR BID; AND AUTHORIZATION FOR THE COUNTY**  
5 **EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**  
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BID FOR A PROJECT**  
7 **IN COUNCIL DISTRICTS 2 & 7.**

8           **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to  
9 a certain Invitation for Bid issued by the County, received bids for the following project:

	<u>Bid Project Name</u>
10	
11	Old State Route 21-Phase 2 Improvements Project
	<u>Number of Bids Received</u>
12	
13	8
	<u>Date of Bid Opening</u>
14	
15	02-06-2018

16           **WHEREAS**, after reviewing the bids set forth above, the County has determined  
17 that a certain bid represents the lowest and best responsive bid for the respective project  
18 and meets the bid proposal specifications issued by the County; and

**FILED**

**MAR 05 2018**

1       **WHEREAS**, the Jefferson County, Missouri, Department of Public Works finds  
2 it is in the best interest of the County to award the bid to Pace Construction Company,  
3 LLC upon approval by the County Council and the County Executive for an amount not  
4 to exceed \$1,189,745.00 subject to budgetary appropriations. A copy of said agreement is  
5 attached hereto as Exhibit A.

6       **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
7 **COUNCIL, AS FOLLOWS:**

8       Section 1. The County awards the following bid which is incorporated by this  
9 reference as if fully set out herein, to the lowest and best responsive bidder for the project  
10 as follows:

11   **BID NAME**

12   Old State Route 21-Phase 2 Improvements Project

13   **TERM**

14   Upon approval by the County Council and County Executive until completed

15   **AMOUNT**

16   Up to \$1,189,745.00 subject to budgetary appropriations

17   **AWARDED BIDDER**

18   Pace Construction Company, LLC

19       Section 2. The Jefferson County, Missouri, Council hereby authorizes the County  
20 Executive to execute any agreements or contracts necessary to effectuate the award of the  
21 bid set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A.

1 The County Executive is further authorized to take any and all actions necessary to carry  
2 out the intent of this Ordinance.

3 Section 3. Copies of the Invitation for Bid, responses thereto, and any contract  
4 agreements shall be maintained by the Department of the County Clerk consistent with  
5 the rules and procedures for the maintenance and retention of records as promulgated by  
6 the Secretary of State.


7 Section 4. This Ordinance shall be in full force and effect from and after its date  
8 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
9 not affect the remainder of this Ordinance.

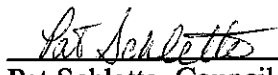
**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 26<sup>th</sup> DAY OF February, 2018:


PASSED       FAILED

  
\_\_\_\_\_  
Don Bickowski, County Council Chair

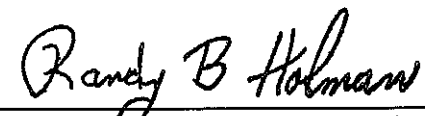
  
\_\_\_\_\_  
Pat Schlette, Council Administrative Assistant

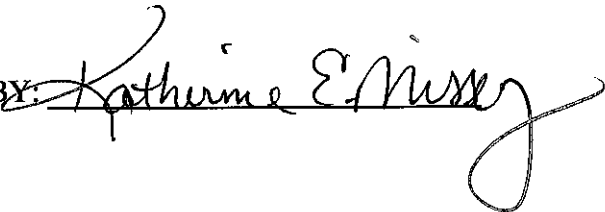
THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 28<sup>th</sup> DAY OF FEBRUARY, 2018.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF \_\_\_\_\_, 2018.

  
\_\_\_\_\_  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

  
\_\_\_\_\_  
Randy B. Holman, County Clerk

BY: 

Reading Date: 02-26-2018

## AGREEMENT FORM

18-0231

THIS AGREEMENT is dated as of February 26, in the year 2018 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Pace Construction Company, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and in the amount of \$1,189,745.00, agree as follows:

## ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **OLD STATE RT 21 PHASE 2 IMPROVEMENTS**, Project No. **PW18039RDW**

The proposed work includes:

Project consists of removal of improvements, concrete joint repair, placement of Type A2 Shoulders, surface milling, complete asphalt overlay, striping, rumble strip, traffic control, and other relevant activities. Project location is on Old State Rt 21, from beginning of county maintenance at State Rt M, thence North, to End of County Maintenance at new State Route 21. Total project length is 1.99 miles.

## ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions within **84 Working Days** after the date when the Contract Time commences running. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Engineer under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **ONE-THOUSAND ONE-HUNDRED USD (\$ 1,100.00)** for each day, as defined by Section 108 of the **2017** Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

## ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$ 4,400.64	\$ 4,400.64
2072000	LINEAR GRADING CLASS 2	STA.	209.8	\$ 475.00	\$ 99,655.00
4010150	TYPE A2 SHOULDER	S.Y.	20964	\$ 21.00	\$ 440,244.00
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TON	4957.4	\$ 51.00	\$ 252,827.40
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TON	144.2	\$ 169.00	\$ 24,369.80
4071005	TACK COAT	GAL	4170	\$ 2.65	\$ 11,050.50
6123000A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	1	\$ 1.00	\$ 1.00
6131010	FURNISHING AND PLACING CONCRETE MATERIAL FOR FULL DEPTH PAVEMENT REPAIR	S.Y.	617.4	\$ 170.00	\$ 104,958.00
6131012	SUBGRADE COMPACTION (6 IN. DEPTH)(PAVEMENT REPAIR)	S.Y.	630	\$ 6.75	\$ 4,252.50
6131013	TYPE 1 OR 5 AGGREGATE FOR BASE (4 IN. THICK) (PAVEMENT REPAIR)	S.Y.	630	\$ 7.50	\$ 4,725.00
6131014	FULL DEPTH PAVEMENT REPAIR SAW CUT (FOR PERIMETER AND INTERNAL SAW CUTS)	L.F.	1848	\$ 7.50	\$ 13,860.00
6131015	DOWEL BAR (DRILLING, FURNISHING AND INSTALLATION) FOR FULL DEPTH PAVEMENT REPAIR	EACH	1680	\$ 3.30	\$ 5,544.00
6139905	REINFORCEMENT CRACK CONTROL GRID	S.Y.	924	\$ 13.50	\$ 12,474.00
6161005	CONSTRUCTION SIGNS	S.F.	580	\$ 5.00	\$ 2,900.00
6161025	CHANNELIZER (TRIM LINE)	EACH	300	\$ 16.00	\$ 4,800.00
6161098A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED / RETAINED	EACH	2	\$ 3,000.00	\$ 6,000.00
6181000	MOBILIZATION	L.S.	1	\$ 110,000.00	\$ 110,000.00
6191000	PAVEMENT EDGE TREATMENT	L.F.	20964	\$ 0.01	\$ 209.64
6206000C	4 IN. WHITE WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	20877	\$ 0.11	\$ 2,296.47
6206001C	4 IN. YELLOW WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	22000	\$ 0.11	\$ 2,420.00
6208065	TEMPORARY RAISED PAVEMENT MARKER, TYPE 2	EACH	547	\$ 2.15	\$ 1,176.05
6221001	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3-1/2 IN. THICK OR LESS)	S.Y.	26492	\$ 2.80	\$ 74,177.60
6261000A	BITUMINOUS SHOULDER RUMBLE STRIP	STA.	128.9	\$ 20.00	\$ 2,578.00
6261000A	BITUMINOUS CENTERLINE RUMBLE STRIP	STA.	104.9	\$ 46.00	\$ 4,825.40
					\$ 1,189,745.00

**Total Bid**

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer, as provided in the General Provisions, will process the application for Payment.

- 5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application for Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.
  - 5.1.1 The Engineer may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. The release of any retained percentage shall be as provided by Section 109.9.
  - 5.1.2 When the Contractor receives any payment from the Engineer, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (Pages GP-1 to GP-11, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR:  
**OLD STATE RT 21 PHASE 2 IMPROVEMENTS**, Project No.: **PW18039RDW**  
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers 1 to 1, inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of the agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS



9.1 Access to records. In connection with this Contract, the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Waller Date: 2-28-18  
COUNTY EXECUTIVE

ATTEST: Randy B Holman  
COUNTY CLERK

Katherine E. Missey  
DEPUTY CLERK

FOR: Pace Construction Company, LLC

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature] 2/21/18  
COUNTY AUDITOR

APPROVED AS TO FORM

[Signature]  
COUNTY COUNSELOR