

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

1 **AN ORDINANCE AWARDING THE BID FOR THE CEDAR HILL ROAD**
 2 **AT LOCAL HILLSBORO ROAD INTERSECTION IMPROVEMENTS PROJECT**
 3 **TO THE LOWEST AND BEST RESPONSIVE BIDDER AS REFLECTED IN THE**
 4 **RESPONSES TO A CERTAIN INVITATION FOR BID; AND AUTHORIZATION**
 5 **FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY**
 6 **AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE**
 7 **BID FOR THE PROJECT DESIGNATED AS CEDAR HILL ROAD AT LOCAL**
 8 **HILLSBORO ROAD INTERSECTION IMPROVEMENTS STP-5403 (689) IN**
 9 **COUNCIL DISTRICT 7.**

10 **WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to**
 11 **a certain Invitation for Bid issued by the County, received bids for the following project:**

12	<u>Bid Project Name</u>
13	Cedar Hill Road at Local Hillsboro Road Intersection Improvements
14	<u>Number of Bids Received</u>
15	5
16	<u>Date of Bid Opening</u>
17	05-19-20

FILED
 JUN 11 2020
 KEN WALLER
 COUNTY CLERK, JEFFERSON COUNTY, MO

Jokerst Paving & Contracting Inc.

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute any agreements or contracts necessary to effectuate the award of the bid set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

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

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall 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, Brian Haskins	<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, Tracey Perry	<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 8th DAY OF June, 2020:

PASSED FAILED


Phil Hendrickson, County Council Chair



Pat Schlette, Council Executive Assistant

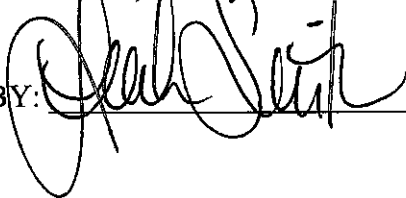
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 10th DAY OF June, 2020.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2020.


Dennis Gannon, County Executive

ATTEST:


Ken Waller, County Clerk

BY: 

Reading Date: 06-08-2020

EX A

ORDINANCE
No. 20-0279

AGREEMENT FORM

THIS AGREEMENT is dated as of June 8, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Jokerst Paving & Contracting, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$514,361.45, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **CEDAR HILL ROAD AT LOCAL HILLSBORO**, Project No. **STP-5403 (689)**

The proposed work includes:

The proposed work includes: The realignment of the South leg of Cedar Hill Rd. at the intersection with Local Hillsboro Rd. Reconstructing (1005 feet of roadway) - 706 Feet on Local Hillsboro Road, and 400 Feet on Cedar Hill Road. The construction activity will include removal the existing non-compliant intersection, and replace with an improved geometric alignment. The project will also include storm water improvements, sight distance improvements, and adding turn lanes. Additional improvements include but are not limited to: Class A excavation, drainage piping and structures, bituminous pavement, and striping.

ARTICLE 2. ENGINEER

The County has designated the Public Works Director, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with 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 Fifty (50) Working days after the date when the Contract Time commences to run. 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, Working 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 BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extensions of time granted by the engineer:

LIQUIDATED DAMAGES: \$ 700.00 or Seven Hundred Dollars per Day

ARTICLE 4. CONTRACT PRICE

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

Project: CEDAR HILL ROAD AT LOCAL HILLSBORO ROAD INTERSEC
 Federal Project #: STP-5403 (689)
 Bid opening Date: May 19th, 2020
 Engineer's Estimate: \$456,593.50

Jokerst Paving & Contracting, Inc.
 P.O. Box 637
 Festus, MO 63028

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
ROADWAY ITEMS					
201-30.00	CLEARING AND GRUBBING	AC	1.6	\$ 4,812.50	\$ 7,700.00
202-20.10	REMOVAL OF IMPROVEMENTS	L. SUM	1	\$ 17,200.00	\$ 17,200.00
202-99.02a *	EX MAIL BOX (TBR&R)	EA	2	\$ 240.00	\$ 480.00
203-10.00	CLASS A EXCAVATION	CU YD	4710.1	\$ 8.48	\$ 39,941.65
203-55.00	EMBANKMENT IN PLACE	CU YD	298.7	\$ 9.57	\$ 2,858.58
203-60.00	COMPACTING EMBANKMENT	CU YD	3234.6	\$ 8.77	\$ 28,367.44
205-10.10	MODIFIED SUBGRADE	SQ YD	100	\$ 44.60	\$ 4,460.00
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD	5744	\$ 4.89	\$ 28,088.16
310-10.03	GRAVEL (A)	SQ YD	200	\$ 9.92	\$ 1,984.00
401-01.51	TYPE A3 SHOULDER	SQYD	844	\$ 27.50	\$ 23,210.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	303	\$ 81.79	\$ 24,782.37
401-30.00	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE)	TONS	2111	\$ 74.10	\$ 156,425.10
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	LF	172	\$ 39.46	\$ 6,787.12
616-10.05	CONSTRUCTION SIGNS	SQ FT	1026.0	\$ 6.70	\$ 6,874.20
616-10.08	ADVANCED WARNING RAIL SYSTEM	EA	6	\$ 36.05	\$ 216.30
616-10.09	FLAG ASSEMBLY	EA	6	\$ 20.60	\$ 123.60
616-10.10	RELOCATED SIGNS	SQ FT	87.0	\$ 10.30	\$ 896.10
616-10.30	TYPE III MOVEABLE BARRICADE	EA	13	\$ 139.05	\$ 1,807.65
616-99.01 *	MAINTENANCE OF TRAFFIC CONTROL ITEMS	LS	1	\$ 998.58	\$ 998.58
618-10.00	MOBILIZATION	LS	1	\$ 43,000.00	\$ 43,000.00
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 3,000.00	\$ 3,000.00
805-20.00A	SEEDING WARM SEASON MIXTURES	AC	2	\$ 4,000.00	\$ 6,000.00
806-10.05	ROCK DITCH CHECK	LF	254	\$ 19.00	\$ 4,826.00
806-10.17	TEMPORARY SEEDING & MULCHING	AC	1.5	\$ 2,000.00	\$ 3,000.00
806-10.19	SILT FENCE	LF	599	\$ 4.10	\$ 2,455.90
806-10.07A	CURB INLET CHECK	EA	4	\$ 150.00	\$ 600.00
				ROADWAY ITEMS SUBTOTAL	\$ 416,082.73
DRAINAGE ITEMS					
726-10.15	15 IN. PIPE GROUP A	LF	31	\$ 61.73	\$ 1,913.63
726-13.36	36 IN. CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	107	\$ 139.09	\$ 14,882.63
726-13.60	60 IN. CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	113	\$ 369.65	\$ 41,770.45
609-60.20	FURNISHING TYPE 2 ROCK DITCH LINER	CU YD	183	\$ 28.69	\$ 5,250.27
609-60.42	PLACING TYPE 2 ROCK DITCH LINER	CU YD	183.0	\$ 21.08	\$ 3,857.64
732-06.15A	15 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	2	\$ 838.00	\$ 1,676.00
732-06.36	36 IN. PRECAST CONCRETE FLARED END SECTION	EA	2	\$ 1,685.67	\$ 3,371.34
732-06.60	60 IN. PRECAST CONCRETE FLARED END SECTION	EA	2.0	\$ 3,856.67	\$ 7,713.34
720-12.00	SELECT GRANULAR BACKFILL FOR STRUCTURAL SYSTEMS	CU YD	219	\$ 37.93	\$ 8,306.67
				DRAINAGE ITEMS SUBTOTAL	\$ 88,741.97
SIGNING ITEMS					
902-91.00	BASE, CONCRETE	CUYD	0.44	\$ 2,575.00	\$ 1,133.00
902-99.02a *	EX FLASING BEACON (TBR&R)	UNIT	1	\$ 1,565.60	\$ 1,565.60
				SIGNING ITEMS SUBTOTAL	\$ 2,698.60
SIGNING/STRIPING ITEMS					
620-00.13	COLD APPLIED TAPE PAVEMENT MARKING, 24 IN. WHITE	LF	27	\$ 24.72	\$ 667.44
620-00.19	COLD APPLIED TAPE PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	6	\$ 329.60	\$ 1,977.60
620-61.51A	4 IN. YELLOW ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	3380	\$ 0.41	\$ 1,385.80
620-61.76A	6 IN. WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	2505	\$ 0.46	\$ 1,152.30
620-99.03(a) *	12 IN. WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	63	\$ 3.61	\$ 227.43
620-99.03 (b) *	12 IN. YELLOW ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	198	\$ 7.21	\$ 1,427.58
				SIGNING/STRIPING ITEMS SUBTOTAL	\$ 6,838.15
				PROJECT TOTAL	\$514,361.45

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 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 of 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. 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 Department of Public Works 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:
CEDAR HILL ROAD AT LOCAL HILLSBORO, Project No.: **STP-5403 (689)**
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers ___ to ___, 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 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 not 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)

FOR REFERENCE ONLY CONTRACTORS SIGN FIRST

