

FILED

APR 11 2024

JEANNIE GOFF *JG*
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0401

ORDINANCE NO.: 24- 0179

INTRODUCED BY: COUNCIL MEMBER(s) Tullock

1 **AN ORDINANCE AWARDING THE BID FOR THE COMMERCE DRIVE**
2 **BRIDGE REPLACEMENT 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 THE**
7 **PROJECT DESIGNATED AS COMMERCE DRIVE BRIDGE REPLACEMENT,**
8 **DESIGNATED AS PROJECT BRO-B050 (024) IN COUNCIL DISTRICT 3.**

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

11	<u>Bid Project Name</u>
12	Commerce Drive Bridge Replacement
13	<u>Number of Bids Received</u>
14	5
15	<u>Date of Bid Opening</u>
16	3-12-2024

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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, Gene Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>absent</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 8 DAY OF April, 2024:

PASSED FAILED



Charles Groeteke, County Council Chair


Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11 DAY OF April, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.

Dennis Gannon
Dennis Gannon, County Executive

ATTEST:

Jeannie Goff
Jeannie Goff, County Clerk

BY: Shelley Blankenship

Reading Date: 04-08-2024



ORDINANCE NO.

24-0179

AGREEMENT FORM

THIS AGREEMENT is dated as of March 12, in the year 2024 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Gershenson Construction Co., Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$989,410.60, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the COMMERCE DRIVE BRIDGE REPLACEMENT, Project No. BRO-B050 (024)

The proposed work includes:

The proposed work includes: The replacement of Commerce Drive Bridge in Arnold, MO. This is a phased construction project - where half of the bridge will be built allowing Commerce Drive to be open to traffic during construction. The bridge replacement project includes a complete new super structure that includes box beams, drilled rock sockets with steel piles set in concrete, concrete deck & barrier walls, along with new concrete approach slabs and concrete pavement. The total project length is 200'.

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 90 Working Days or 8/31/25 Completion Date 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 101 of the 2023 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: \$ 950.00 or Nine Hundred Fifty 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

For Reference Purposes Only Contractor to Sign First

Project: **COMMERCE DRIVE - BRIDGE REPLACEMENT**
 Federal Project #: **BRO-B050 (024)**
 Bid opening Date: **March 12, 2024**
 Engineer's Estimate Phase 1: **\$795,000.00**

Gershenson Const.
 2 Truitt Drive
 Eureka, MO 64525

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS					
2022010	Removal of Improvements	LS	1.0	\$35,000.00	\$ 35,000.00
2031000	Class A Excavation	CUYD	561.0	\$46.00	\$ 25,806.00
2036000	Compacting Embankment	CUYD	63.0	\$27.00	\$ 1,701.00
2065500	Temporary Shoring	LS	1.0	\$1.00	\$ 1.00
3040143	Type 1 Aggregate for Base (4" Thick)	SQ YD	215.0	\$17.00	\$ 3,670.00
3040504	Type 5 Aggregate for Base (4" Thick)	SQYD	1131.0	\$14.00	\$ 15,965.00
4013000	Bituminous Pavement Mixture PG62-22 (Base)	TON	48.0	\$290.00	\$ 14,400.00
5021106	Concrete Pavement (6 in. Non-Reinf)	SQ YD	209.7	\$72.00	\$ 15,098.40
5021306	Concrete Pavement (6 in. Non-Reinforced, 15 ft. joints)	SQYD	739.8	\$83.00	\$ 61,403.40
6042010	Adjusting Manhole	EA	1.0	\$1,330.00	\$ 1,330.00
6091041	Concrete Gutter Type A	LF	30.0	\$125.00	\$ 4,375.00
6092011	Integral Curb (6 in. Height and Under) Type A	LF	240.0	\$18.00	\$ 2,520.00
6092013	Intergal Curb Type M	LF	208.0	\$18.00	\$ 3,744.00
6113020	Furnishing Type 2 Rock Blanket	CU YD	285.0	\$53.00	\$ 15,105.00
6113040	Placing Type 2 Rock Blanket	CUYD	285.0	\$40.00	\$ 11,400.00
6161005	Construction Signs	SQF	93.0	\$11.00	\$ 1,023.00
6161010	Relocated Signs	SQ FT	77.0	\$10.00	\$ 770.00
6161030	Type III Moveable Barricade	EA	3.0	\$287.50	\$ 825.00
6161098A	Changeable message sign, Contractor Furn & Contractor Retained.	EA	3.0	\$3,000.00	\$ 9,000.00
6173700B	Temporary Traffic Barrier Anchored, Contractor Furn & Retained	LF	242.0	\$42.50	\$ 10,285.00
6174000A	Temporary Traffic Barrier Height Transition	EA	4.0	\$1,025.00	\$ 4,100.00
6181000	Mobilization	LS	1.0	\$95,000.00	\$ 95,000.00
6191000	Pavement Edge Treatment	LF	220.0	\$1.00	\$ 220.00
6205320	Temporary Removable Marking Tape 12" wide (White)	LF	24.0	\$50.00	\$ 1,200.00
6274000	Contractor Furnished Surveying and Staking	LS	1.0	\$6,500.00	\$ 6,500.00
8061005	Rock-Ditch Check	LF	0.0		\$ -
8061019	Silt Fence	LF	526.0	\$6.05	\$ 3,182.30
8061050	Type C Berm	LF	198.0	\$10.00	\$ 1,980.00
9031270A	2 in. PSST - 12 Ga.	LF	9.0	\$55.00	\$ 495.00
9031271A	Driven Post Anchor for 2" Post 12Ga.	EA	1.0	\$436.00	\$ 436.00
9035004A	SH-Flat Sheet	SQ YD	8.0	\$55.00	\$ 440.00
				ROADWAY ITEMS SUBTOTAL	\$ 348,175.10

BRIDGE ITEMS					
2061000	Class 1 Excavation	CUYD	112.5	\$ 150.00	\$ 16,875.00
2160500	Removal of Bridges	LS	1.0	\$ 70,000.00	\$ 70,000.00
5031011A	Bridge Approach Slab (Minor)	SQYD	144.0	\$ 320.00	\$ 46,080.00
7021212	Galvanized Structural Steel Piles (12 in)	LF	270.0	\$ 95.00	\$ 25,650.00
7026000	Pre-Boring for Piling	LF	0.0		\$ -
7029902	Setting Pile in Rock	EA	10.0	\$ 7,500.00	\$ 75,000.00
7032003	Class B Concrete SubStructure	CUYD	30.7	\$ 1,425.00	\$ 43,747.50
7034216	Type I Barrier	LF	136.0	\$ 216.00	\$ 29,376.00
7034226	Splice on Concrete Adjacent Beam	SQYD	185.0	\$ 740.00	\$ 136,900.00
7056054	21 in., Prestressed Concrete Adjacent Beam	LF	392.0	\$ 385.00	\$ 150,920.00
7061070	Mechanical Bar Splice	EA	129.0	\$ 83.00	\$ 10,707.00
7071000	Conduit System on Structure	LS	1.0	\$ 7,100.00	\$ 7,100.00
7151001	Vertical Drain at End of Pier	EA	2.0	\$ 1,860.00	\$ 3,720.00
7161003	Pre-Installed Neoprene Bearing Pad (Aspered)	EA	16.0	\$ 885.00	\$ 14,160.00
				BRIDGE ITEMS SUBTOTAL	\$ 630,235.50

LANDSCAPING ITEMS					
8031000A	Turf Type Tall Fescue Sodding	SQ YD	500.0	\$22.00	\$ 11,000.00
				LANDSCAPING ITEMS SUBTOTAL	\$ 11,000.00

PROJECT TOTAL: \$989,410.60

For Reference Purposes Only
 Contractor to Sign First

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 Sections 32-33 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 or 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:
COMMERCE DRIVE BRIDGE REPLACEMENT, Project No.: **LPO-B050 (024)**
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 Purposes Only
Contractor to Sign First

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. 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: _____
Dennis J. Gannon, County Executive

APPROVED AS TO FORM

DATE: _____

Jalesia E. Kuenzel, County Counselor

ATTEST: _____
Jeannie Goff, County Clerk

DEPUTY CLERK

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.

Kristy Apprill, County Auditor

FOR: _____

BY: _____ Date: _____
CONTRACTOR

ATTEST: _____

SEAL

For Reference Purposes Only
Contractor to Sign First