

INTRODUCED BY: COUNCIL MEMBER(s) Nancy K. Jackson

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 Bid Project Name

12 2020 Subdivision Asphalt Overlay Program

13 Number of Bids Received

14

15 Date of Bid Opening

16 03-10-20

FILED

MAY 01 2020

**KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO**

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

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bid to Spencer Contracting Co. upon approval by the County Council and the County Executive, for an amount not to exceed \$189,431.30, subject to budgetary limitations. A copy of said agreement is attached hereto as Exhibit A.

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

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

BID NAME

2020 Subdivision Asphalt Overlay Program

TERM

Upon approval by the County Council and County Executive until completed

AMOUNT

Up to \$189,431.30 subject to budgetary limitations

AWARDED BIDDER

Spencer Contracting Co.

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.

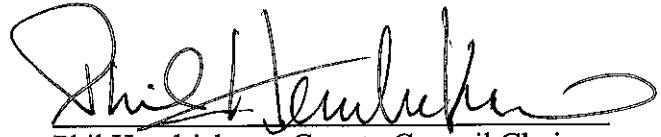
10 Section 4. This Ordinance shall be in full force and effect from and after its date
11 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall
12 not affect the remainder of this Ordinance.

**THIS 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 27th DAY OF April, 2020:

PASSED FAILED



Phil Hendrickson, County Council Chair



Pat Schlette, Council Executive Assistant

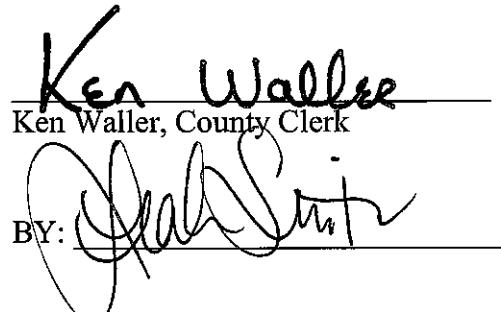
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 29th DAY OF April, 2020.

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



Dennis Gannon, County Executive

ATTEST:



Ken Waller
Ken Waller, County Clerk

BY:

Reading Date: 04-27-2020



Exhibit A

AGREEMENT FORM

THIS AGREEMENT is dated as of April 27, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Spencer Contracting Co. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$189,431.30, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **2020 Subdivision Asphalt Overlay Program**, Project No. PW20SUBAOP

The proposed work includes:

The proposed work includes a 1.5" mill, 4' from gutter line or into the roadway, of existing asphalt pavement followed by a 1.5" overlay of bituminous pavement in the Country Ridge subdivision, roads included in project scope are Country Ridge Lane. A 1.5" mill across the full surface of the roadway followed by a 1.5" overlay of bituminous pavement and replacement of asphalt curb in the West Elm Estates subdivision, roads included in project scope are Ron De Le Drive. A 1.5" overlay of bituminous pavement with entrance transitions (modified coldmilling) in the Turn Bo Estates subdivision. Roads included in project scope are Dean Drive.

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 Sixty(60) 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 to 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 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: 2020 Subdivision Asphalt Overlay Program						
Local Project #: PW20SUBACP			Spencer Contracting Co.			
Bid Opening Date: March 10th, 2020			3073 Arnold Tenbrook Rd			
Engineer's Estimate: \$ 272,930.00			Arnold, MO 63010			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	
Roadway Items						
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 1,000.00	\$ 1,000.00	
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	1,675.1	\$ 75.73	\$ 126,055.32	
4019910	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) HANDWORK	TONS	22.0	\$ 75.73	\$ 1,666.06	
4071005	TACK COAT	GAL	1,045	\$ 0.01	\$ 10.45	
4136000	PCCP JOINT/CRACK SEALING	LF	595	\$ 1.75	\$ 1,041.25	
6093010	ASPHALT CURB	LF	1,040	\$ 7.35	\$ 7,644.00	
6181000	MOBILIZATION	LS	1	\$ 23,900.00	\$ 23,900.00	
616812SP	TRAFFIC CONTROL	LS	1	\$ 3,850.00	\$ 3,850.00	
6221001	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SQYD	5,174	\$ 2.59	\$ 13,400.66	
6224010	MODIFIED COLDMILLING (DEPTH TRANSITIONS)	SQYD	1,804	\$ 4.89	\$ 8,821.56	
Roadway Items			SUBTOTAL	\$	188,189.30	
Signng/Striping Items						
6161005	CONSTRUCTION SIGNS	SQFT	414	\$ 3.00	\$ 1,242.00	
Signng/Striping Items				\$	1,242.00	
PROJECT TOTAL				\$	189,431.30	

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.

TOP PREFERENCE

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:
2020 Subdivision Asphalt Overlay Program**, Project No.: **PW20SUBAOP**
and consisting of all pages listed in the table of contents thereof.
- 7.7 Addenda numbers NA ____ to NA ____, 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)

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: _____

Carl W. Yates III, County Counselor

ATTEST: Ken Waller, 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

