

INTRODUCED BY: COUNCIL MEMBER(s) Kutter

1           AN ORDINANCE AWARDING THE BID FOR THE OLD ANTONIA  
2           ROAD PAVEMENT PRESERVATION PROJECT, FEDERAL PROJECT NO.  
3           STP-5479 (603), TO THE LOWEST AND BEST RESPONSIVE BIDDER AS  
4           REFLECTED IN THE RESPONSES TO A CERTAIN INVITATION FOR BID;  
5           AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY  
6           NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE  
7           AWARD OF THE BID FOR THE PROJECT DESIGNATED AS OLD ANTONIA  
8           ROAD PAVEMENT PRESERVATION PROJECT, IN COUNCIL DISTRICT 4.

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 Old Antonia Road Pavement Preservation

13 Federal Project No. STP-5479 (603)

## 14 Number of Bids Received

15 2

16 Date of Bid Opening

17 10-22-19

**FILED**

NOV 15 2019

**KEN WALLER**  
COUNTY CLERK, JEFFERSON COUNTY, MD

1           **WHEREAS**, after reviewing the bids set forth above, the County has determined  
2           that a certain bid represents the lowest and best responsive bid for the respective project  
3           and meets the bid proposal specifications issued by the County, conditional on the  
4           concurrence of the Missouri Department of Transportation and the Federal Highway  
5           Administration; and

6           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
7        of the County to award the bid to N.B West Contracting Company Inc. upon approval by  
8        the County Council, the County Executive, the Missouri Department of Transportation and  
9        the Federal Highway Administration, for an amount not to exceed \$210,347.95, subject to  
10      budgetary limitations. A copy of said agreement is attached hereto as Exhibit A.

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

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

16 BID NAME

17 Old Antonia Road Pavement Preservation

18 Federal Project No. STP-5479 (603)

19 TERM

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

21 AMOUNT

22 Up to \$210,347.95 subject to budgetary limitations

**AWARDED BIDDER**

## N. B West Contracting Company

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

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

12           Section 4. This Ordinance shall be in full force and effect from and after its date  
13           of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
14           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

yes

Council Member District 2, Renee Reuter

yes

### Council Member District 3, Phil Hendrickson

ys  
112

### Council Member District 4, Charles Groeteke

YB  
Ms

## Council Member District 5, Tracey Perry

✓  
Yes

## Council Member District 6, Daniel Stallman

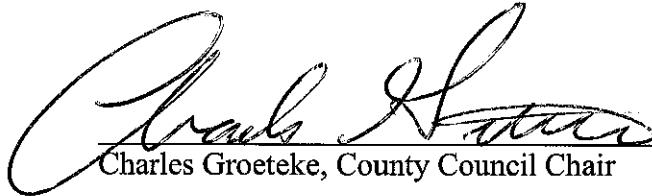
Yes

## Council Member District 7, James Terry

THE ABOVE BILL ON THIS 12<sup>th</sup> DAY OF November, 2019:

✓ PASSED

   FAILED



Charles Groeteke, County Council Chair



Pat Schlette  
Pat Schlette, Council Executive Assistant

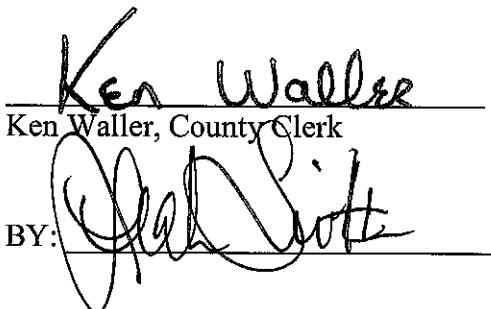
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14<sup>th</sup> DAY OF November, 2019.

THIS BILL WAS    VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS    DAY OF   , 2019.



Dennis J. Gannon  
Dennis J. Gannon, County Executive

ATTEST:



Ken Waller  
Ken Waller, County Clerk

BY:

Reading Date: 11-12-2019

ORDINANCE
No. <u>19-0503</u>
Exhibit A

## AGREEMENT FORM

THIS AGREEMENT is dated as of November 12, in the year 2019 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and NB West Contracting Company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$210,347.95, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the OLD ANTONIA ROAD PAVEMENT PRESERVATION. The work is generally described as follows:

The proposed work includes:  
Placing an ultrathin bonded asphalt wearing surface, Type C, on Old Antonia Road from Old Hwy M Road to Imperial Main Street (approximately 1.64 Miles). Crack and joint sealing, pavement markings, cold milling of the joints, providing entrance transitions, and construction signs are included in the contract.

### 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 **15 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, 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 Owner under this contract, the Contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to **Seven Hundred Dollars (\$700.00)** 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 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.

**BID ITEMS:**

Roadway Items					
Pay Item No.	Item Description	Unit	Quantity	Unit Price	Amount
4133200	ULTRATHIN BONDED WEARING SURFACE, TYPE C - NOVACHIP	SQ YD	26666.7	\$4.62	\$123,200.15
4435000	BITUMINOUS PAVEMENT CRACK SEALING	LF	38970	\$0.95	\$37,021.50
6181000	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00
4019905	FULL DEPTH PAVEMENT REPAIR (REMOVAL AND PLACEMENT)	SY	70	\$164.00	\$11,480.00
6224010	MODIFIED COLDMILLING (DEPTH TRANSITIONS)	SQ YD	1715.0	\$6.75	\$11,576.25
ROADWAY SUBTOTAL =					\$201,277.90

Signing and Striping					
Pay Item No.	Item Description	Unit	Quantity	Unit Price	Amount
6161005	CONSTRUCTION SIGNS	SQ FT	225.5	4.00	\$902.00
6206000C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	16630	0.20	\$3,326.00
6206001C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	17320	0.20	\$3,464.00
6206124A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	24	5.00	\$120.00
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	3	300.00	\$900.00
6208064A	TEMPORARY RAISED PAVEMENT MARKER	EA	217	1.65	\$358.05
SIGNING & STRIPING SUBTOTAL =					\$9,070.05
PROJECT TOTAL =					\$210,347.95

**NOTICE TO BIDDER** – Bidders must complete the submitted section in its entirety. This is a required Combination Bid. To be eligible to be awarded the project you must submit bids for both Old Antonia Pavement Preservation STP 5479 (603) and Hillsboro Valley Park Pavement Preservation STP 5476 (612). The bid will be awarded to the contractor with the lowest combined sum of the two projects.

## 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 ONLY~~  
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 Owner 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 Owner, 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 (page 1 to 13, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR OLD ANTONIA ROAD PAVEMENT PRESERVATION, STP-5479 (603) and consisting of all pages as 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.

FOR RELEASE ONLY CONTRACTOR SIGNS 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

DATE:

APPROVED AS TO FORM

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: N. B. West Contracting, Co.

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

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

SEAL

Project: Old Antonia Road - Payment Preservation

Local Project #: STP-5479 (603)  
Bid Opening Date: 10/22/2019  
Engineer's Estimate: \$255,921.33

<b>Old Antonia Road Pavement Preservation, STP-5479 (603) 10/22/2019</b>	Cover page and signature page Of E-verify MOU Included in Bid. *All 13 pages of E-verify MOU must be on file with Public Works before award of bid.	Current and valid Certificate of Insurance or binder showing required insurance coverage	Proof that Bidder does not owe delinquent real estate or personal property taxes in Jefferson County (tax receipts for past 3 years) Obtain receipts at <a href="http://jeffersonmo.devnetedge.com">http://jeffersonmo.devnetedge.com</a> Or A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.
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**BIDDERS X SHOWS INFORMATION HAS BEEN OBTAINED**

NB West Contracting Company	X	X	X
Pace Construction Company	X	X	X