

BILL NO.: 19-1002

ORDINANCE NO.: 19-0162

INTRODUCED BY: COUNCIL MEMBER(s) Reuter

1 **AN ORDINANCE AWARDING THE BID FOR THE OLD STATE ROUTE**
2 **21 AT EAST/WEST FOUR RIDGE ROAD INTERSECTION IMPROVEMENTS**
3 **PROJECT 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 STATE**
8 **ROUTE 21 AT EAST/WEST FOUR RIDGE ROAD INTERSECTION**
9 **IMPROVEMENTS STP-5462 (608) IN COUNCIL DISTRICT 2 & 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 Bid Project Name

13 Old State Route 21 at East/West Four Ridge Road Intersection Improvements

14 Number of Bids Received

15 5

16 Date of Bid Opening

FILED

17 09-24-19

OCT 18 2019

KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

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 Gershenson Construction Company Inc. upon approval
8 by the County Council, the County Executive, the Missouri Department of Transportation
9 and the Federal Highway Administration, for an amount not to exceed \$1,850,000.00,
10 subject to 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 State Route 21 at East/West Four Ridge Road Intersection Improvements

18 TERM

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

20 AMOUNT

21 Up to \$1,850,000.00 subject to budgetary limitations

22 **AWARDED BIDDER**

Gershenson Construction Company Inc.

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

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

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

yes

Council Member District 4, Charles Groeteke

~~yes~~

Council Member District 5, Tracey Perry

Ye

Council Member District 6, Daniel Stallman

Absent

Council Member District 7, James Terry

✓
10

THE ABOVE BILL ON THIS 15th DAY OF October, 2019:

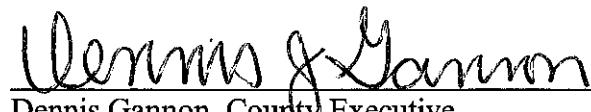
✓ PASSED FAILED

Charles Groeteke, County Council Chair


Pat Schlette, Council Executive Assistant

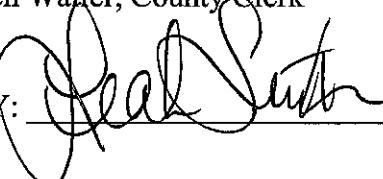
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 18th DAY OF October, 2019.

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 Gannon, County Executive

ATTEST:



Ken Waller, County Clerk
BY: 

Reading Date: 10-15-2019

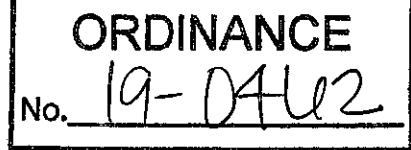


EXHIBIT A

Old State Route 21-East/West Four Ridge Road Intersection Water Main Relocate for Road Improvements for Jefferson County Missouri Project No. STP-5462(608)

UTILITY AGREEMENT - ACTUAL COST

This agreement, entered into by and between Public Water Supply District No. C-1, Jefferson County, Missouri, hereinafter District, and the County of Jefferson, hereinafter County.

WITNESSETH:

WHEREAS, County proposes to construct and improve a section of county roadway designated as Project No. STP-5462(608) Road Improvements, Jefferson County, in the vicinity of Imperial/House Springs Missouri in accordance with certain road plans on file in the office of the County Clerk of Jefferson County, Missouri, and

WHEREAS, in order to construct and improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the District in order to maintain the present services of said District, such changes being generally shown on the plan Exhibit 1, and estimated cost Exhibit 2, \$405,424.23., attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) RELEASE: District grants to County such right, title and interest which District may have in and to the right of way of said roadway, as specifically described in a separate easement for roadway construction.

(2) COMMENCEMENT AND COMPLETION OF WORK: After approval of the plan and estimate of cost and upon notification by County, District will commence, without unnecessary delay, to make changes to its facilities. District will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with County. District agrees to provide a written estimated time schedule of its planned work and a written notification to the County Engineer at least five (5) days prior to beginning work. If District falls behind in its work schedule, it shall submit a revised work schedule to the County Engineer. District will make every effort to get back on schedule and complete its work. District

progress payments will not be made more often than monthly. A detailed statement of costs is not needed with progress payment invoices.

(14) VENUE: 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 respecting its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

(15) FINAL INVOICE SUBMITTAL: After completion of the utility work, District agrees to submit a final invoice for the cost of the work to County within sixty (60) days or as mutually agreed by the County Engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit 2) when possible to promote faster processing by County. The County Engineer will process the final invoice as soon as possible after receipt.

(16) ASSIGNMENT: The District shall not assign or delegate any interest in the contract and shall not transfer any interest in the contract without prior written consent of the County.

(17) COOPERATION: When District relocation work is being done concurrent with County's roadway operation, District agrees to cooperate and coordinate its work to minimize disturbance to the County or other utility companies working on the project.

(18) HIGHWAY IMPROVEMENT INFORMATION: County agrees to furnish District all necessary information on the highway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right-of-way.

(19) REIMBURSEMENT: Payment will be made for allowable costs as they are incurred (not as they are paid) after a utility agreement is executed. If, for some reason, the utility is not authorized to proceed with the adjustment, preliminary engineering costs will be allowed as incurred. Materials purchased specifically for the utility project are eligible for payment once stored at a secure site and verified by the County Engineer.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. One counterpart each has been delivered to COUNTY, DISTRICT. All portions of the Contract Documents have been signed or identified by COUNTY and DISTRICT.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Lennis J. Gannon Date 10-18-19
COUNTY EXECUTIVE

ATTEST: Ken Waller
COUNTY CLERK By Leah Shurtliff

FOR: CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. C-1

BY: Lynne Edwards Date: 9/13/19
DISTRICT MANAGER

ATTEST: Kimberly Rieck
WATER DISTRICT ACTING 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 L. Appling
COUNTY AUDITOR

APPROVED AS TO FORM

John C. Gannon
COUNTY COUNSELOR

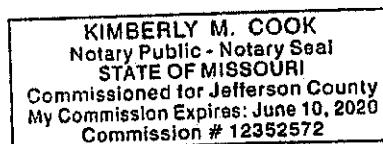
ACKNOWLEDGEMENT BY DISTRICT

STATE OF MISSOURI)
)
COUNTY OF JEFFERSON)

On this 13th day of September, 2019, before me personally appeared Lynne Edwards, to me known, who, being by me duly sworn, did say that he is District Manager of PWSDC-1 and the seal affixed to be the foregoing instrument is the official seal of said corporation and that said instrument was signed and sealed on behalf of said district by authority of its Board of Directors, and said She acknowledged said instrument to be the free act and deed of said district.

Kimberly M. Cook
Notary Public

My Commission Expires: June 10, 2020



ACKNOWLEDGEMENT BY COUNTY

STATE OF MISSOURI)
)SS
COUNTY OF JEFFERSON)

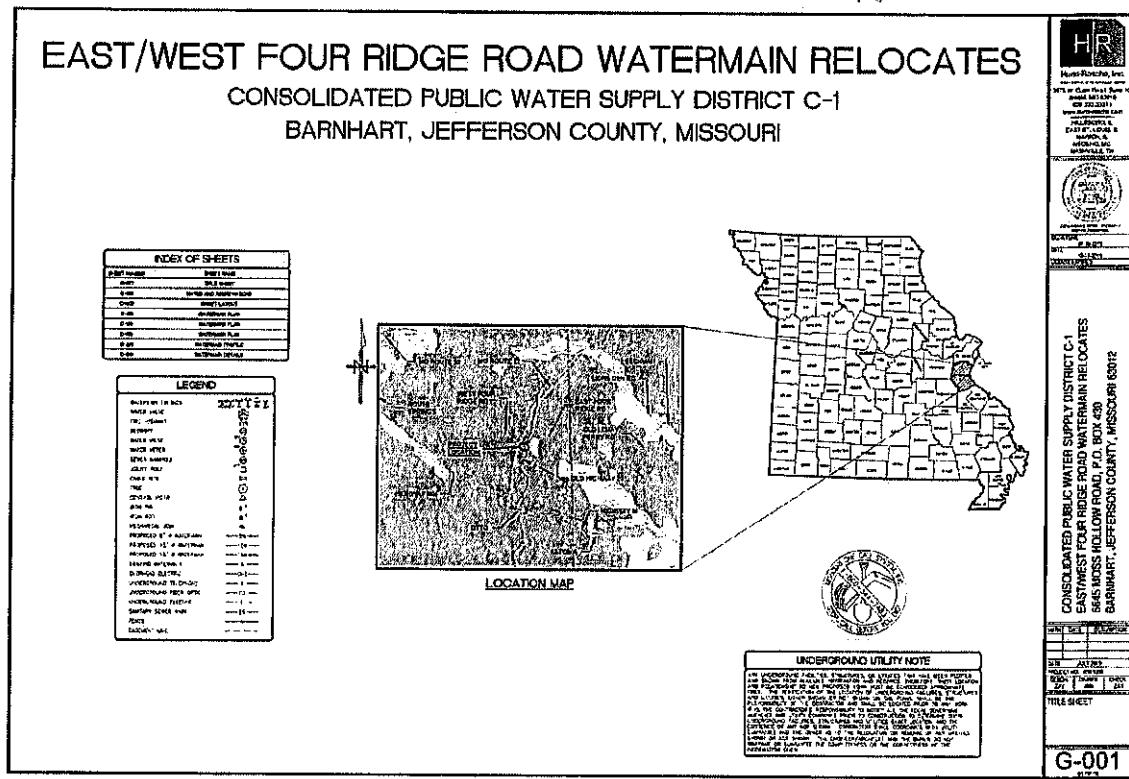
On this _____ day of _____, 2019, before me personally appeared _____, to me known, who, being by me duly sworn, did say that she/he is _____ of The County of Jefferson and the seal affixed to be the foregoing instrument is the official seal of said county and that said instrument was signed on behalf of said County by authority of the County Commission of Jefferson County and said _____ acknowledged said instrument to be the free act and deed of said County.

Notary Public

My Commission Expires: _____

Exhibit 1
8 pages

**EAST/WEST FOUR RIDGE ROAD WATERMAIN RELOCATES
CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT C-1
BARNHART, JEFFERSON COUNTY, MISSOURI**



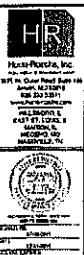
GENERAL NOTES

UNDETERMINED UTILITY NOTE



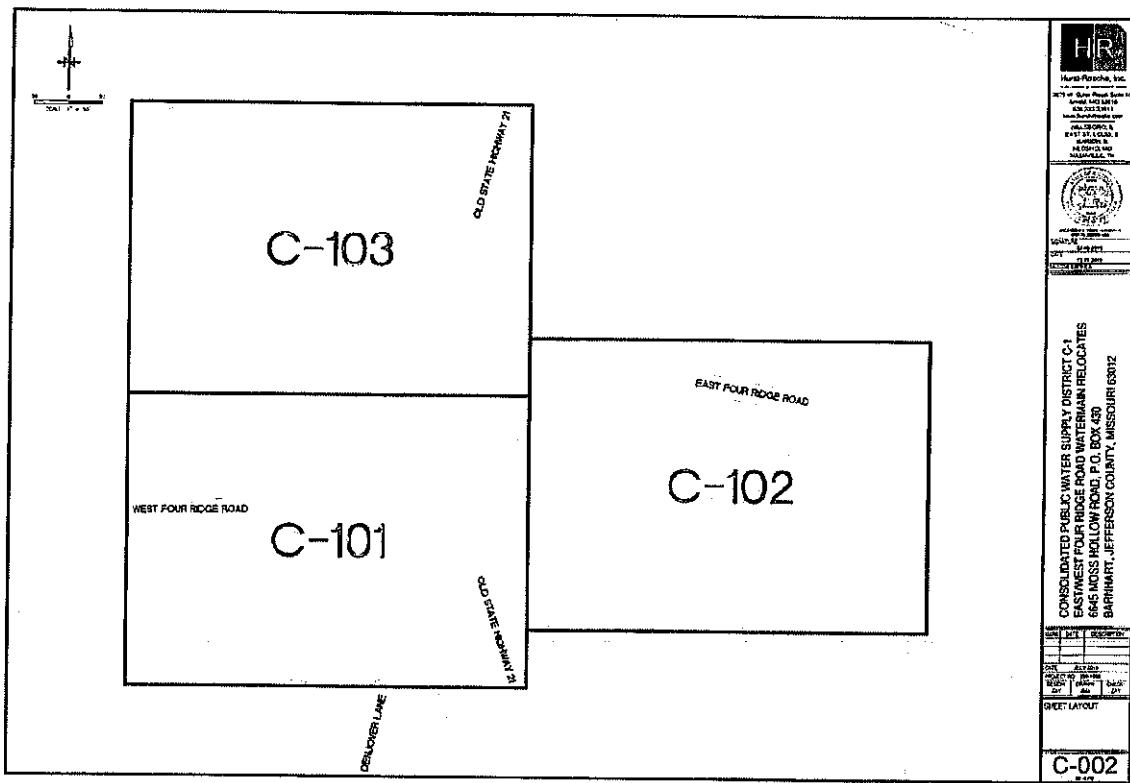
WATERMAIN AND SEWER PIPING SEPARATION NOTE

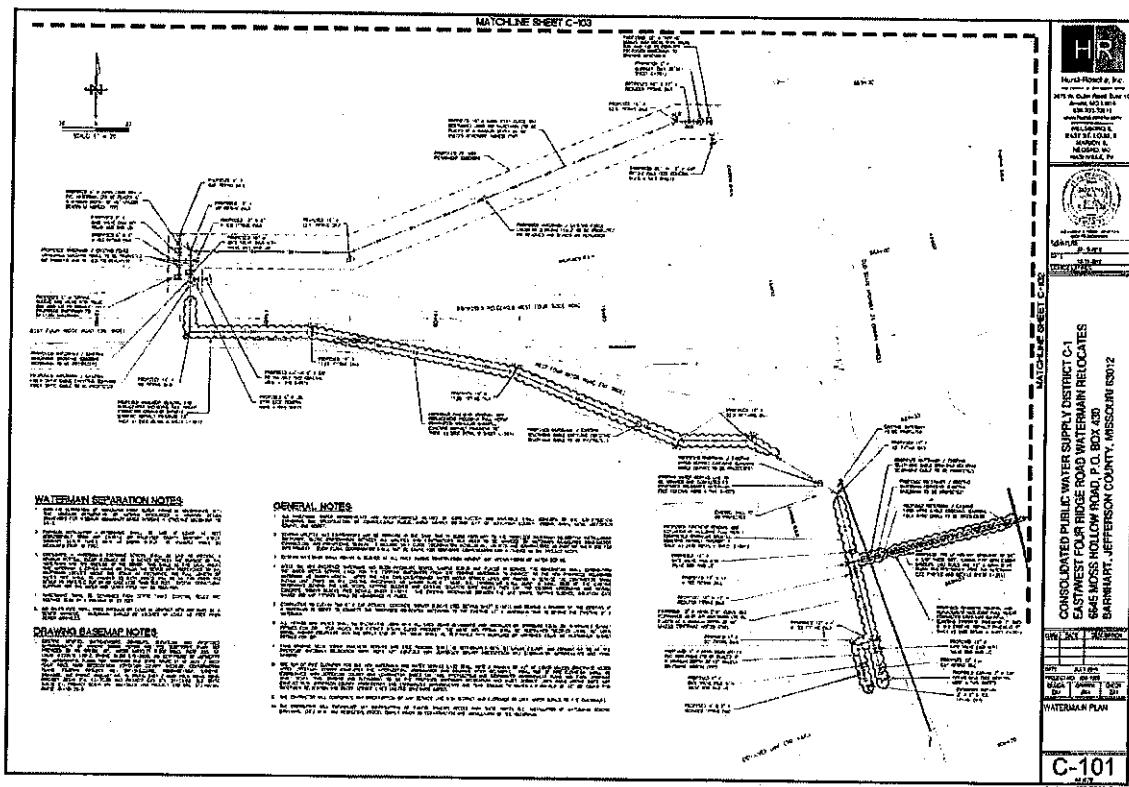
APPENDIX G

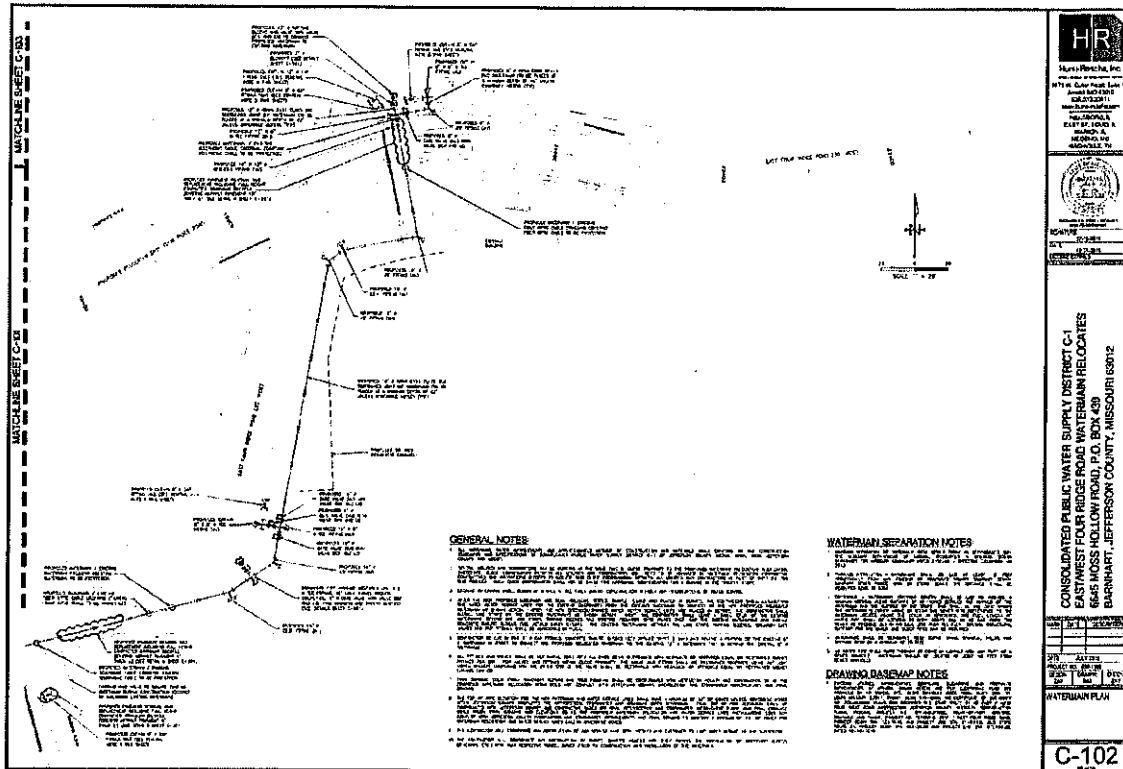


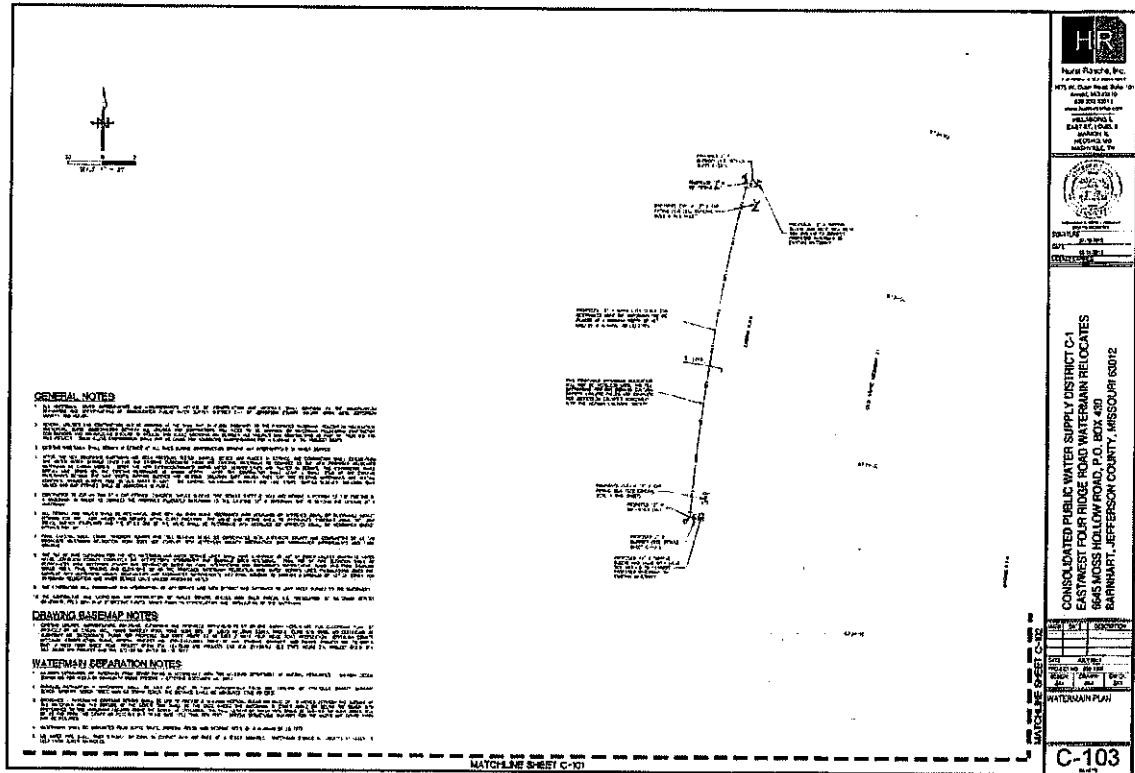
CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT C-1
EASTWEST FOUR RIDGE ROAD WATERMAIN RELOCATES
6645 MOSS HOLLOW ROAD, P.O. BOX 430
BARNHART, JEFFERSON COUNTY, MISSOURI 63012

© 1971 HARRY WOLLMAN, INC.

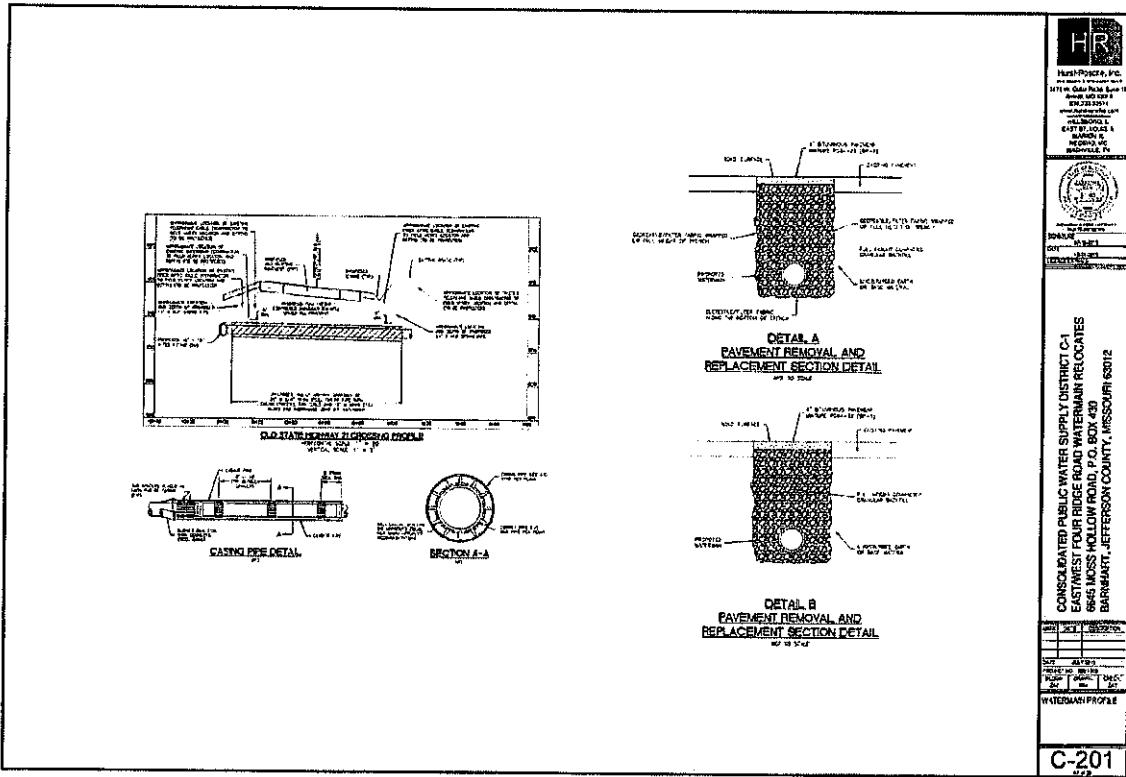


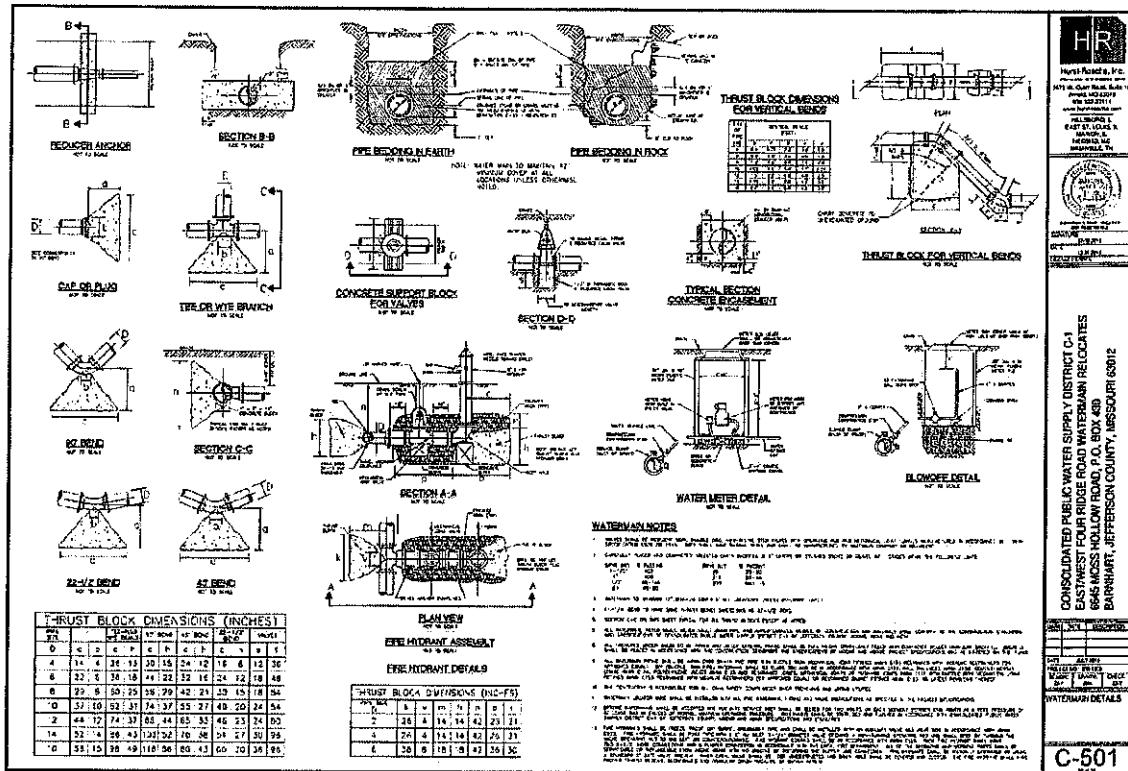


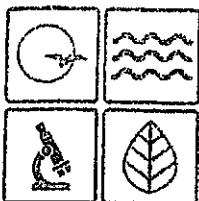




WATCH THE SECRET GARDEN





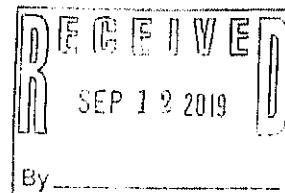


Missouri Department of dnr.mo.gov
NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

September 9, 2019



Ms. Lynne Edwards
Jefferson County Cons PWSD C 1
P.O. Box 430
Barnhart, MO 63012

RE: Jefferson County Cons PWSD C 1, MO6024295, Jefferson County, Review No. 6000092-19

Dear Ms. Edwards:

Enclosed is approval on plans and specifications for a waterline replacement along East Four Ridge and West Four Ridge Road for Jefferson County Cons PWSD C 1, in Jefferson County, Missouri.

Please be advised this facility may be required to obtain other permits from the Missouri Department of Natural Resources. It is your responsibility to insure that any and all necessary permits for this facility have been obtained.

NOTE: The proposed waterline will connect to an existing 12-inch main that will provide an available flow of 3,100 gallons per minute at a pressure of 35 psi.

NOTE: When a connection is made to a new customer or location previously served by a private well, the Public Water System is responsible for notifying the well owner of their obligation to plug any abandoned well pursuant to the requirements of Section 256.628 RSMo., and for providing the well owner with notification forms that must be completed by the owner. These forms must then be submitted to the Department by the Public Water System within 60 days of the connection.

NOTE: You, as the applicant, should be aware that you will need to obtain final construction approval from the Department for this project, once it has been constructed and completed. In order to do this, you will need to have your engineer complete the enclosed "Statement of Work Completed" form, or online at <https://dnr.mo.gov/forms/780-2825-f.pdf>. This may require you to make additional arrangements with your engineer to provide this service to you. Once your engineer has completed this form for you, you should return it to this office. We will then make arrangements with our regional office staff to conduct a final inspection and issue a final construction approval.

DEPARTMENT OF NATURAL RESOURCES OF MISSOURI

APPROVAL ON PLANS AND SPECIFICATIONS FOR A WATERLINE REPLACEMENT

Jefferson County Cons PWSD C 1
Jefferson County, Missouri

September 9, 2019

Review Number 6000092-19

INTRODUCTION

Detailed plans and specifications dated July 18, 2019, for a waterline replacement to serve Jefferson County Cons PWSD C 1, in Jefferson County, Missouri were submitted for review and approval by Hurst-Rosche, Inc., of Arnold, Missouri.

BRIEF DESCRIPTION

In general, these plans and specifications provide for a waterline replacement along West Four Ridge Road, East Four Ridge Road, and Old State Highway 21. Approximately 1,340 lineal feet of 16-inch and 270 lineal feet of 12-inch C151 Class 350 restrained joint ductile iron pipe conforming to American Water Works Association (AWWA) standards will be installed. The necessary valves, fittings, hydrants, and other appurtenances conforming to AWWA standards will be provided as per detailed plans and specifications. Before being placed in service, the waterlines will be pressure tested, flushed, disinfected, and sampled for bacteriological analyses.

Megan Torrence
Megan Torrence
Drinking Water Infrastructure Permits and Engineering Section

APPROVAL TO CONSTRUCT

The engineering plans and specifications described above were examined as to sanitary features of design which may affect the operation of the sanitary works, including size, capacities of the units, and factors which may affect the efficiency and ease of operation. Approval as regards these points is hereby given.

Approval is given with the understanding that final inspection and approval of the completed work shall be made by the Department of Natural Resources before same is accepted and placed in operation. If construction is not commenced two (2) years after the date of issue or there is a halt in construction of more than two years, the approval to construct will be void unless an extension of time has been granted by the department.

In the examination of plans and specifications, the Department of Natural Resources, Public Drinking Water Program does not examine the structural features of design or efficiency of mechanical equipment. This approval does not include approval of these features.

The Department of Natural Resources, Public Drinking Water Program reserves the right to withdraw the approval of plans and specifications at any time it is found that additional treatment or alterations are necessary to assure reasonable operating efficiency and to afford adequate protection to public health.



CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. C-1 OF JEFFERSON COUNTY, MISSOURI

EXHIBIT 2

For: Reimbursement for Old State Route 21-East/West Four Ridge Rd Water Main
Relocate for Road Improvements for Jefferson County Missouri Project No. STP-
5462(608)
Resent To: James Hamilton on September 13, 2019 for County Council approval

<i>*Bauman Contracting</i>	\$356,909.75
Hurst Roche Inc.	\$ 40,400.00
German Cultural Society	\$ 4,211.70
Jefferson Heights Baptist Church	\$ 402.78
P.W.S.D. No C-1 Costs (work orders attached)	<u>\$ 3,500.00</u>
<u>TOTAL ESTIMATION</u>	<u>\$405,424.23</u>

<i>*Bauman Contracting- Accepted Bid:</i>	\$503,444.00
<i>C-1 Water District Cost (Right of Way):</i>	<u>\$146,534.25</u>
<i>Reimbursement Amount:</i>	<u>\$356,909.75</u>

Any questions please call or email Lynne Edwards at 636-948-2500 ext. 1001 or
ledwards@pwsdc1.com



DOCUMENT 00 41 43

BID FORM - UNIT PRICE

To: Consolidated Public Water Supply District C-1
6645 Moss Hollow Road, P.O. Box 430
Branhart, Missouri 63012
Phone (636) 948-2500

Project: East/West Four Ridge Road Water Main Relocates
Barnhart, Jefferson County, Missouri 63012
HR # 850-1908

Date: 8-16-19

Submitted by: Vern Bauman Contracting
(full name)
21471 Hwy 32
(full address) Ste. Genevieve, Mo. 63670

Contact Name: Brad Bauman

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included in the Unit Prices.

2. REVIEW OF BID DOCUMENTS

The bidder represents that he is skilled and experienced in the use and interpretation of drawings and specifications such as those included in the bid documents for this contract. He has carefully reviewed the drawings, specifications and other bid documents, and has found them free of ambiguities and sufficient for bid purposes. Further, the Bidder has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and any other items which may affect the performance of the Work. He has based his bid solely on these documents and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 90 days from the bid closing date.

If the Owner accepts this bid within the time period above, we will:

- Execute the Agreement within 15 days of receipt of Notice of Award.
- Furnish the required bonds within 15 days of receipt of Notice of Award in the form described in Supplementary Conditions.
- Commence work within 10 days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. CONTRACT TIME

Undersigned agrees that, if awarded the Contract for Work bid upon herein, work will start on date designated in a written Notice to Proceed order issued by the Engineer and will be completed in accordance with the contract documents, with all phases of work completed and operational and ready for acceptance by the Owner no later than 120 calendar days from the Construction Start Date as stipulated in the Notice to Proceed.

5. UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	16" Ø AWWA C151 Class 350 Restrained Joint DIP Watermain	1,500	Lineal Foot	\$ 96.85	\$ 145,275.00
2	12" Ø AWWA C151 Class 350 Restrained Joint DIP Watermain	300	Lineal Foot	\$ 66.50	\$ 19,950.00
3	8" Ø AWWA C900 DR-14 PVC Watermain	40	Lineal Foot	\$ 40.00	\$ 1,600.00
4	6" Ø AWWA C900 DR-14 PVC Watermain	40	Lineal Foot	\$ 33.50	\$ 1,340.00
5	4" Ø AWWA C900 DR-14 PVC Watermain	40	Lineal Foot	\$ 31.00	\$ 1,240.00
6	Highway Crossing including 26" Ø 3/8" Thick Steel Casing Pipe with Casing Spacers and End Seals	100	Lineal Foot	\$ 173.00	\$ 17,300.00
7	16" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	4	Each	\$ 7,600.00	\$ 30,400.00

8	12" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	1	Each	\$ 2,920.00	\$ 2,920.00
9	8" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	2	Each	\$ 1,640.00	\$ 3,280.00
10	6" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	1	Each	\$ 1,268.00	\$ 1,268.00
11	4" Ø Gate Valve (MJ) with Valve Box, Lid and Fitting Restraints	1	Each	\$ 975.00	\$ 975.00
12	12" Ø Tapping Sleeve and Valve with Valve Box, Lid and Fitting Restraints	4	Each	\$ 4,670.00	\$ 18,680.00
13	6" Ø Tapping Sleeve and Valve with Valve Box, Lid and Fitting Restraints	1	Each	\$ 2,385.00	\$ 2,385.00
14	6" Ø Line Stop	1	Each	\$ 7,105.00	\$ 7,105.00
15	16" Ø 11.25° Fitting (MJ) and Fitting Restraints	2	Each	\$ 1,787.00	\$ 3,574.00
16	16" Ø 22.5° Fitting (MJ) and Fitting Restraints	6	Each	\$ 1,632.00	\$ 9,792.00
17	16" Ø 45° Fitting (MJ) and Fitting Restraints	3	Each	\$ 1,765.00	\$ 5,295.00
18	16" Ø 90° Fitting (MJ) and Fitting Restraints	3	Each	\$ 1,971.00	\$ 5,913.00
19	12" Ø 90° Fitting (MJ) and Fitting Restraints	2	Each	\$ 1,151.00	\$ 2,302.00
20	8" Ø 90° Fitting (MJ) and Fitting Restraints	1	Each	\$ 768.00	\$ 768.00
21	4" Ø 90° Fitting (MJ) and Fitting Restraints	1	Each	\$ 324.00	\$ 324.00
22	12" Ø Cap Fitting (MJ) and Fitting Restraints	5	Each	\$ 434.00	\$ 2,170.00
23	8" Ø Cap Fitting (MJ) and Fitting Restraints	3	Each	\$ 290.00	\$ 870.00
24	6" Ø Cap Fitting (MJ) and Fitting Restraints	3	Each	\$ 243.00	\$ 729.00
25	3" Ø Cap Fitting (MJ) and Fitting Restraints	1	Each	\$ 360.00	\$ 360.00
26	16" x 12" Ø Reducer (MJ) and Fitting Restraints	3	Each	\$ 1,125.00	\$ 3,375.00
27	4" x 3" Ø Reducer (MJ) and Fitting Restraints	1	Each	\$ 280.00	\$ 280.00
28	16" x 16" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 2,536.00	\$ 2,536.00
29	16" x 8" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 1,840.00	\$ 1,840.00
30	16" x 6" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 1,735.00	\$ 1,735.00
31	12" x 8" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 1,055.00	\$ 1,055.00
32	12" x 4" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 1,100.00	\$ 1,100.00
33	8" x 8" Ø Tee (MJ) and Fitting Restraints	2	Each	\$ 780.00	\$ 1,560.00
34	6" x 6" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 687.00	\$ 687.00
35	3" x 3" Ø Tee (MJ) and Fitting Restraints	1	Each	\$ 370.00	\$ 370.00
36	Complete Blowoff Assembly including Piping, Ball Curb Stop, Corporation Stop, Service Clamp, Meter Tile with Lid and Gravel Pit	4	Each	\$ 1,700.00	\$ 6,800.00
37	Complete Fire Hydrant Assembly including Fire Hydrant, Valve with Valve Box and Lid, Swivel Anchor Couplings, and Fittings	1	Each	\$ 4,405.00	\$ 4,405.00
38	Connect Water Service Line including Clamp and Saddle, Corporation Stop and Compression Fittings	1	Each	\$ 1,446.00	\$ 1,446.00
39	Pavement Removal and Replacement including Full Height Granular Backfill	700	Lineal Foot	\$ 41.00	\$ 28,700.00
40	Rock Excavation and Removal	675	Cubic Yard	\$ 145.00	\$ 97,875.00
41	Clearing, Grubbing, Tree Removal, Earthwork, etc. to be coordinated with Jefferson County	1	Lump Sum	\$ 8,580.00	\$ 8,580.00

42	Miscellaneous Work Items, such as but not limited to street cleaning, flagmen, traffic and pedestrian control, construction and temporary traffic signs, litter control, materials to protect curbs from equipment damage, and any other miscellaneous work necessary to provide a complete and satisfactory job with all work being coordinated with Jefferson County, Contractor and all other utilities so as the proposed watermain relocation work does not conflict with Jefferson County's Old State Route 21 at East/West Four Ridge Road intersection, grading, drainage, paving, utility relocations and roadway improvements	1	Lump Sum	\$ 28,100.00	\$ 28,100.00
43	Final Grading, Seed and Straw, Erosion Control, etc. to be coordinated with Jefferson County and Contractor so as not to conflict with Jefferson County's Old State Route 21 at East/West Four Ridge Road intersection, grading, drainage, paving, utility relocations and roadway improvements	1	Lump Sum	\$ 12,460.00	\$ 12,460.00
44	Insurance, Bonds and Permits	1	Lump Sum	\$ 10,725.00	\$ 10,725.00
45	Mobilization / Demobilization	1	Lump Sum	\$ 4,000.00	\$ 4,000.00
TOTAL				\$ 503,444.00	

TOTAL Five Hundred Three Thousand Four Hundred Forty Four and 00/100's Dollars
(Amount in Words)

6. INCIDENTALS

The following Items are incidental to the construction:

- All items indicated on the plans or referenced in the specifications shall be included in the bid price under appropriate line items. All specified testing services and construction staking services shall be included in the bid price. All installations, piping, fittings, setting restraints, mega-lug restraints, accessory kits, glands, gaskets, valves, thrust blocks, granular bedding, backfilling, full height granular backfill, rock boring, heavy stone revetment blanket, trench excavation, spoiling unsuitable materials and replacement with approved materials, tracer wire and tracer wire accessories, pressure testing, disinfection of watermains, installation of 6" of top soil, additional fill upon settlement of trenches, asphalt sawcutting, concrete sawcutting as necessary, protection from storm inflows, all appurtenances and other necessary components shall be included in the construction.
- Construction staging and washdown area onsite, onsite siltation control (including any required inlet protection), and additional siltation control as necessary during construction.
- Clean cutting and preservation of existing pavement edge and existing pavement to be protected for trenches and proposed driveway / pavement connections shall be included in the construction.
- Existing fencing that is necessary to be removed and replaced to install proposed improvements shall be removed and replaced to the same location prior to removal, once the existing fencing is removed during construction the contractor shall install temporary interim fencing and said temporary fencing shall be maintained and remain in place until the existing

fencing is to be replaced as close to its original condition as possible, temporary fencing to be structurally sound. Contractor may reuse existing fencing materials so long as the materials are in good, stable, aesthetically pleasing condition, if not, the existing fencing materials shall be replaced with new materials of same type of construction, size and dimensions, existing fencing materials to be coordinated with and agreed upon by the District for reuse on the project. Contractor shall verify all fencing that may have to be removed and replaced prior to submitting a Bid and, include the cost for said removal and replacement in their Bid.

- Contractor to provide all necessary items for equipment and worker ingress and egress during construction, such items but not limited to, traffic control flagmen, pedestrian control flagmen, sidewalk protection from equipment, curb protection from equipment, timbers to mount vertical curbs, continuous use of sidewalk by pedestrians except during equipment crossing and any other items necessary. All necessary items being considered incidental to the work including any repairs to pavement, curb, sidewalk or any other items.
- Contractor shall protect and abstain from damage all existing utilities, pavement, curb and gutter, sidewalk, guardrail, trees, bushes and all other existing improvements during boring process or any other construction process. Contractor will be responsible for any damages to any existing improvement and damage repair, at Contractor's expense. Contractor will include all parties that need to be listed as additional insured as described in the Contract Documents.
- All additional items shown on the Drawings, Technical Specifications, or Contract Documents, or small items, appurtenances and minor details not mentioned, which are clearly necessary to make the completed improvements fully functional and operational in full accordance with the Contract Documents, Drawings, and Technical Specifications shall be included in the construction.

7. AWARD OF CONTRACT

Contract will be awarded to the lowest responsive, responsible bidder for the base bid of the contract.

8. BIDDER AGREES TO THE FOLLOWING:

- Bidder shall include the required security deposit as required by the Instruction to Bidders.
- All applicable federal taxes are included in the Bid Sum.
- Cost associated with obtaining separate 100% Performance and 100% Payment Bonds are included in the Bid Sum.
- Costs associated with obtaining all required construction permits and any other necessary permits are included in the Bid Sum.
- Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Sections 290.210 through 290.340 as amended RSMo 1978.
- Bidder certifies compliance with the provisions of Section 285.230-234 RSMo 1994 regarding transient employers.
- Bidder certifies compliance with the provisions of the Illegal Immigration Reform and Immigrant Responsibility Act.
- Bidder certifies compliance with the provisions of Section 285.530 RSMo regarding federal work authorization program.
- Bidder certifies compliance with the provisions of Section 292.675 RSMo regarding OSHA approved construction safety and health training for all on-site project employees and failure to provide safety training.

- Bidder agrees to an agreement between A/E and receiving party for transfer of electronic files.
- Bidder agrees/certifies compliance with the provisions as required by the Instruction to Bidders.

9. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum # 1 Dated 8-13-19

Addendum # _____ Dated _____

Addendum # _____ Dated _____

10. APPENDICES

The following information is included with Bid submission:

Subcontractors: Names

Major Suppliers: Names

Waterwork Specialties

11. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this contract, Contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising

the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access to his books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

12. NOT BARRED

The contractor by submitting its bid certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating.

13. DRUG FREE WORKPLACE

The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act and the Substance Abuse Prevention on Public Works Projects Act.

14. SEXUAL HARASSMENT POLICY

The Contractor by submitting its bid certifies that it has (i) a written sexual harassment, (ii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties (v) the legal resource, investigative and compliant process through the Missouri Department of Human Rights; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation for exercising rights under the policy.

BID BOND

Conforms with The American Institute of Architects,
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Vern Bauman Contracting Co.

21471 Hwy 32, Ste. Genevieve, MO 63670

as Principal, hereinafter called the Principal,
and the United Fire & Casualty Company

of PO Box 73909, Cedar Rapids, IA 52407, a corporation duly organized under
the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Consolidated Public Water Supply District C-1; 6645 Moss Hollow Road; Barnhart MO 63012 as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid.

Dollars (\$5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for East/West Four Ridge Watermain

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of August, 2019

Nancy Bahr

Witness

Vern Bauman Contracting Co.

fsea |

Principals

Tania Hsuhn
Tania Hsuhn

Witness

United Fire & Casualty Company

Title

By John Deacon

Music Methods

Vickie Winkler

Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint R. LEE LOTTES, BARBARA FLIEG, VICKIE WINKLER, KACEY GEGG, MELISSA ELDER, GREGORY T. LOTTES, BETHANY CHAPPELL, ERIN WRATHER, JASON S. SPORE, THOMAS O. SPORE, GARY T. COOPER JR., MATTHEW B. HODGE, KATHY HOFFARD, ABIGAIL A. PIERCE, ELISE M. HATTENHAUER, EACH INDIVIDUALLY OF SAINTE GENEVIEVE MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

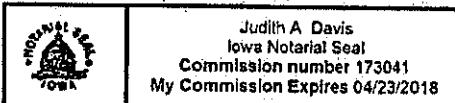
By:

Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:
 On 2nd day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 16th day of August, 2019

By: *David A. Lange*

Secretary, UF&C
 Assistant Secretary, UF&IFPIC



AGREEMENT FORM

THIS AGREEMENT is dated as of October 15, in the year 2019 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Gershenson Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$1,850,000.00, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the OLD STATE ROUTE 21 AT EAST / WEST FOUR RIDGE ROAD INTERSECTION IMPROVEMENTS. The work is generally described as follows:

The proposed work includes:

Reconstructing (0.34 Miles of roadway) - 0.18 Miles on Old State Route 21, and 0.16 miles on East and West Four Ridge Road. Right turn / acceleration lanes will be added to the intersection of East and West Four Ridge

Road while also providing a new horizontal and vertical alignment. Old State Route 21 will be milled 3-1/2", have multiple concrete base repairs, pavement widening, and constructing A2 Shoulders. Additional improvements include but are not limited to: large and small block MSE retaining walls, 40,000 CY of unclassified excavation, drainage piping and structures, guardrail, 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 145 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 One Thousand Two Hundred Twenty Five Dollars (\$1,225.00) for each day, as defined by Sec 108 of the 2018 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.

OLD STATE ROUTE 21 @ FOUR RIDGE ROAD INTERSECTION IMPROVEMENTS - BID TAB						
ROADWAY ITEMS						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
ROADWAY ITEMS						
201-30.00	CLEARING AND GRUBBING	AC	1.0	\$ 20,500.00	\$ 20,500.00	
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 50,000.00	\$ 50,000.00	
203-50.00	UNCLASSIFIED EXCAVATION	CY	30363	\$ 7.70	\$ 303,065.10	
203-60.00	COMPACTING EXHIBITION	CY	320	\$ 7.00	\$ 2,240.00	
304-05.04	TYPE 6 AGGREGATE FOR BASE (4 IN. THICK)	SY	8273	\$ 5.50	\$ 45,601.50	
310-10.03	GRAVEL (A)	SY	181	\$ 8.00	\$ 1,088.00	
401-01.50	TYPE A2 SHOULDER	SY	1410.6	\$ 40.00	\$ 56,432.00	
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	1466.2	\$ 87.00	\$ 129,289.40	
401-30.00	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE)	TONS	2523.0	\$ 84.00	\$ 211,932.00	
407-10.05	TACK COAT	GAL	750	\$ 6.00	\$ 3,750.00	
502-11.08	CONCRETE PAVEMENT (6 IN. NON-REINF)	SY	21.7	\$ 110.00	\$ 2,387.00	
606-10.61	MGS GUARDRAIL, 8 FT. POST, 8 FT. - 3 IN. SPACING	LF	100	\$ 37.00	\$ 3,700.00	
606-10.80	MGB END ANCHOR	EA	1	\$ 1,325.00	\$ 1,325.00	
606-30.14	TYPE A CRASHWORTHY END TERMINAL (MASH)	EA	1	\$ 3,300.00	\$ 3,300.00	
607-10.50	CHAIN-LINK FENCE (RETAINING WALLS)	LF	425	\$ 28.00	\$ 11,800.00	
607-11.02	MODIFIED CONCRETE GUTTER TYPE B	LF	455	\$ 40.00	\$ 18,200.00	
607-99.03	REMOVE AND REPLACE EXISTING FENCE	LF	68	\$ 32.00	\$ 1,856.00	
608-30.08	8 IN. CONCRETE MEDIAN STRIP	SY	94.6	\$ 100.00	\$ 9,460.00	
608-99.05	8 IN. RED STAMPED CONCRETE MEDIAN	SY	43.1	\$ 135.00	\$ 5,818.50	
608-50.07	PAVED APPROACH, 7 IN.	SY	97.7	\$ 80.00	\$ 7,816.00	
609-10.41	CONCRETE GUTTER, TYPE A	LF	9	\$ 45.00	\$ 405.00	
609-10.52	CURB AND GUTTER TYPE B	LF	137	\$ 40.00	\$ 5,480.00	
611-30.20	FURNISHING TYPE 2 ROCK BLANKET	CY	106	\$ 32.00	\$ 3,392.00	
611-30.40	PLACING TYPE 2 ROCK BLANKET	CY	106	\$ 42.00	\$ 4,452.00	
612-30.60A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EA	1	\$ 6,500.00	\$ 6,500.00	
613-10.10	FURNISHING AND PLACING CONCRETE MATERIAL FOR PAVEMENT REPAIR	SY	258.1	\$ 200.00	\$ 51,620.00	
613-10.12	SUBGRADE COMPACTION (6 IN. DEPTH) (PAVEMENT REPAIR)	SY	271	\$ 6.00	\$ 1,356.00	
613-10.13	TYPE 1 OR TYPE 6 AGG. BASE (4 IN. THICK) (PAVEMENT REPAIR)	SY	271	\$ 10.00	\$ 2,710.00	
613-10.14	FULL DEPTH PAVEMENT REPAIR, SAW CUT (FOR PERIMETER AND INTERNAL SAW CUTS)	LF	920	\$ 8.00	\$ 5,620.00	
613-10.15	DOWEL BAR (DRILLING, FURNISHING, AND INSTALLATION) FOR FULL DEPTH PAVEMENT REPAIR	EA	704	\$ 10.00	\$ 7,040.00	
613-99.05	REINFORCEMENT CRACK CONTROL GRID	SY	459.8	\$ 10.00	\$ 4,598.00	
616-10.05	CONSTRUCTION SIGNS	SF	697	\$ 7.00	\$ 4,879.00	
616-10.25	CHANNELIZER (TRIM LINE)	EA	520	\$ 24.00	\$ 12,480.00	
616-10.30	TYPE III MOBILE BARRICADE	EA	15	\$ 120.00	\$ 1,800.00	
616-10.88A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED	EA	4	\$ 3,700.00	\$ 14,800.00	
618-10.00	MOBILIZATION	LS	1	\$ 134,221.05	\$ 134,221.05	
619-10.00	PAVEMENT EDGE TREATMENT	LF	1870	\$ 3.00	\$ 5,034.00	
620-40.64A	TEMPORARY RAISED PAVEMENT MARKERS	EA	172	\$ 5.50	\$ 946.00	
622-99.05	COLD MILLING BITUMINOUS PAVEMENT (3 1/2 IN. THICK)	SY	2829	\$ 4.50	\$ 12,730.50	
624-01.03A	PERMANENT EROSION CONTROL GEOTEXTILE	SY	238	\$ 4.00	\$ 952.00	
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 20,000.00	\$ 20,000.00	
720-99.04	MECHANICALLY STABILIZED EARTH WALL SYSTEMS (SMALL BLOCK)	SF	251	\$ 35.00	\$ 8,785.00	
720-99.04	MECHANICALLY STABILIZED EARTH WALL SYSTEMS (LARGE BLOCK)	SF	6887	\$ 56.50	\$ 331,485.50	
SUBTOTAL ROADWAY ITEMS						\$ 1,631,433.65
DRAINAGE ITEMS						
206-30.00	CLASS 3 EXCAVATION	CY	398	\$ 60.00	\$ 23,940.00	
609-70.00	ROCK LINING	CY	12	\$ 40.00	\$ 480.00	

726-10.15	16 IN. PIPE GROUP A	LF	258	\$ 65.00	\$ 16,340.00
726-10.16	18 IN. PIPE GROUP A	LF	51	\$ 75.00	\$ 3,825.00
726-10.24	24 IN. PIPE GROUP A	LF	182	\$ 90.00	\$ 17,280.00
731-00.48	PRECAST CONCRETE MANHOLE - 48 IN.	LF	5	\$ 400.00	\$ 2,000.00
732-08.12A	16 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	7	\$ 650.00	\$ 4,550.00
732-08.18A	16 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	2	\$ 950.00	\$ 1,900.00
732-08.24A	24 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	1	\$ 1,300.00	\$ 1,300.00
732-10.13A	15 IN. OR ALLOWED SUBSTITUTE SAFETY SLOPE END SECTION	EA	1	\$ 1,200.00	\$ 1,200.00
732-10.16A	24 IN. OR ALLOWED SUBSTITUTE SAFETY SLOPE END SECTION	EA	6	\$ 2,000.00	\$ 10,000.00
SUBTOTAL DRAINAGE ITEMS:					\$ 83,215.00

SIGNING/STRIPING ITEMS:					
620-00.03	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN. WHITE	LF	491	\$ 5.30	\$ 2,602.30
620-00.15	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE	LF	54	\$ 6.30	\$ 286.20
620-00.18	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW	LF	43	\$ 21.20	\$ 811.80
620-00.21	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	8	\$ 21.20	\$ 169.60
620-00.24	PREFORMED THERMOPLASTIC PAVEMENT MARKING, STRAIGHT ARROW	EA	2	\$ 320.00	\$ 640.00
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	18	\$ 300.00	\$ 4,800.00
620-00.00C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	6962	\$ 0.37	\$ 3,316.94
620-00.01C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	LF	7803	\$ 0.37	\$ 2,887.11
628-10.00A	BITUMINOUS SHOULDER RUMBLE STRIP	STA	8.7	\$ 600.00	\$ 5,220.00
803-12.42	36 IN. SURFACE-MOUNT DELINEATOR POST	EA	12	\$ 100.00	\$ 1,200.00
SUBTOTAL SIGNING/STRIPING ITEMS:					\$ 22,032.76

ROADSIDE ITEMS:					
803-10.00A	BODDING	SY	1794	\$ 7.00	\$ 12,558.00
804-10.00	TOP/SOIL	CY	482	\$ 45.00	\$ 21,890.00
805-10.00A	SEEDING-COOL SEASON MIXTURES	AC	1.2	\$ 5,200.00	\$ 6,240.00
805-99.19	CROWN VETCH SEEDING	AC	1.1	\$ 5,800.00	\$ 6,380.00
806-10.05	ROCK DITCH CHECK	LF	261	\$ 22.00	\$ 5,782.00
806-10.16	SEDIMENT REMOVAL	CY	39	\$ 30.00	\$ 1,170.00
808-10.10	SILT FENCE	LF	649	\$ 3.30	\$ 2,141.70
808-41.28	TYPE 1 TURF REINFORCEMENT MAT	SY	3781	\$ 4.00	\$ 15,004.00
SUBTOTAL ROADSIDE ITEMS:					\$ 71,365.70

ADDITIONAL FILL AT GERMAN CULTURAL SOCIETY:					
201-30.00	CLEARING AND GRUBBING	AC	1.5	\$ 12,000.00	\$ 18,000.00
203-50.00	UNCLASSIFIED EXCAVATION	CY	350	\$ 7.70	\$ 2,695.00
203-60.00	COMPACTING EMBANKMENT	CY	33218	\$ 1.80	\$ 63,114.20
804-10.00	TOP SOIL	CY	448	\$ 45.00	\$ 20,160.00
805-10.00A	SEEDING-COOL SEASON MIXTURES	AC	1.1	\$ 5,200.00	\$ 5,720.00
805-99.19	CROWN VETCH SEEDING	AC	1.1	\$ 5,800.00	\$ 6,380.00
806-10.03	SEDIMENT TRAP ROCK	CY	6	\$ 50.00	\$ 400.00
806-10.04	ROCK DITCH CHECK	LF	180	\$ 22.00	\$ 3,960.00
806-10.10	SEDIMENT REMOVAL	CY	24	\$ 30.00	\$ 720.00
808-10.10	SILT FENCE	LF	2488	\$ 3.30	\$ 8,203.60
801-99.03	CONDUIT 2 1/2"	LF	300	\$ 42.00	\$ 12,600.00
SUBTOTAL ADDITIONAL FILL AT GERMAN CULTURAL SOCIETY					\$ 141,953.00
PROJECT TOTAL					\$ 1,850,000.00

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 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 STATE ROUTE 21 AT EAST / WEST FOUR RIDGE ROAD INTERSECTION IMPROVEMENTS, STP-5462 (608) 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.

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.

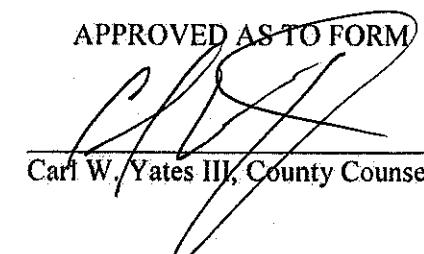
FOR: JEFFERSON COUNTY, MISSOURI

BY: 

Dennis Gannon, County Executive

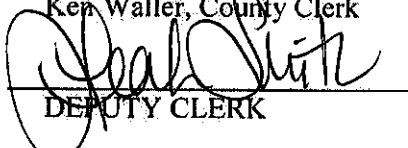
DATE: 11/11/2019

APPROVED AS TO FORM


Carl W. Yates III, County Counselor

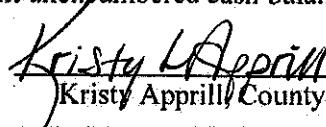
ATTEST: 

Ken Waller, County Clerk

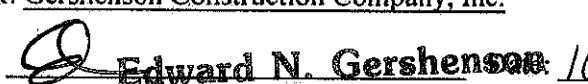

Leah Shultz

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: Gershenson Construction Company, Inc.

BY: 

Edward N. Gershenson: 10-15-19
CONTRACTOR
President

ATTEST: 

SEAL

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