

BILL NO.: 19-0801

ORDINANCE NO.: 19

- 0312

INTRODUCED BY: COUNCIL MEMBER(s) Grieteké

1           **AN ORDINANCE AWARDING THE BID FOR THE STRUCTURE**  
2           **REPLACEMENT ON FICKEN ROAD PROJECT TO THE LOWEST AND BEST**  
3           **BIDDER AS REFLECTED IN THE RESPONSES TO A CERTAIN INVITATION**  
4           **TO BID; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
5           **EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO**  
6           **EFFECTUATE THE AWARD OF THE BID FOR THE PROJECT DESIGNATED**  
7           **AS THE STRUCTURE REPLACEMENT ON FICKEN ROAD, PW19151BXC IN**  
8           **COUNCIL DISTRICT 7.**

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 Structure Replacement on Ficken Road, PW19151BXO

13 Number of Bids Received

14

15 Date of Bid Opening

16 06-04-2019

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

FILED

AUG 16 2019

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

1           **WHEREAS**, the Jefferson County, Missouri, Department of Public Works finds  
2   it is in the best interest of the County to award the bid to Kozeny-Wagner, Inc., upon  
3   approval by the County Council and the County Executive for an amount not to exceed  
4   \$399,869.00 subject to budgetary limitations. A copy of said agreement is attached hereto  
5   as Exhibit A.

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

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

10           **BID NAME**

11           Structure Replacement on Ficken Road, PW19151BXC

12           **TERM**

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

14           **AMOUNT**

15           Up to \$399,869.00 subject to budgetary limitations

16           **AWARDED BIDDER**

17           Kozeny-Wagner, Inc.

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

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

5        Section 4. This Ordinance shall be in full force and effect from and after its date  
6        of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
7        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

Yes

Council Member District 6, Daniel Stallman

Yes

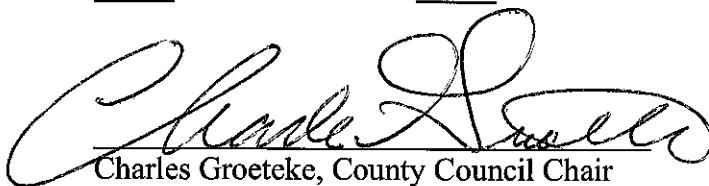
Council Member District 7, James Terry

Yes

THE ABOVE BILL ON THIS 12 DAY OF August, 2019:

✓ PASSED

FAILED



Charles Groeteke, County Council Chair

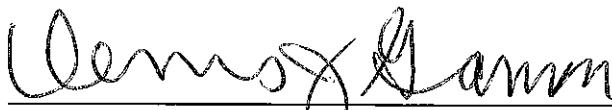


Pat Schlette

Pat Schlette, Council Executive Assistant

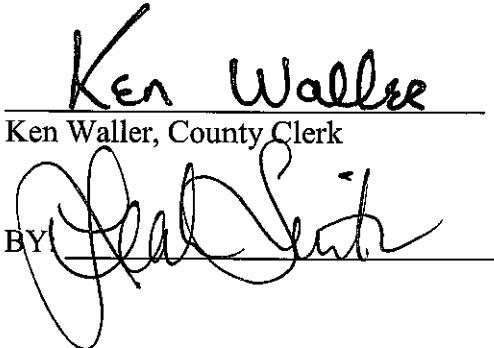
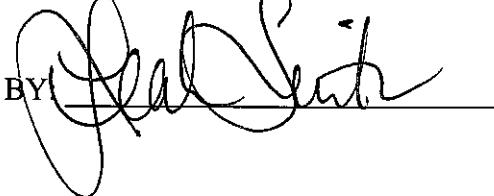
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 15<sup>th</sup> DAY OF August, 2019.

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, County Executive

ATTEST:

  
\_\_\_\_\_  
Ken Waller, County Clerk  
BY 

Reading Date: 08-12-2019

## AGREEMENT FORM

THIS AGREEMENT is dated as of August 12, in the year 2019 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Kozeny-Wagner, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$399,869.00, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Structure Replacement on Ficken Road ,Project No. PW19151BXC**

The proposed work includes:

The proposed work includes: Removal and replacement of the existing structure and approach pavement on Ficken Road. The work in general will consist of a new concrete structure, bituminous pavement installation, guardrail installation, stream bank stabilization, and rock blanket installation. The total length of the project is approximately 207 feet.

### ARTICLE 2. ENGINEER

The County has designated the Public Works Director, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions within fifty( 50 ) Working days after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, Working days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2018 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extention of time granted by the engineer:

LIQUIDATED DAMAGES: Contract Administrative Costs: Two Hundred Fifty Dollars ( \$ 250.00)

Road User Costs: One Thousand, Eight Hundred Dollars ( \$ 1,800.00)

### ARTICLE 4. CONTRACT PRICE

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

**FILED**

AUG 20 2019

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

BID ITEMS:

FICKEN ROAD STRUCTURE REPLACEMENT - PW19151BXC					
ROADWAY ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
201-30.00	Clearing and Grubbing	Acre	0.4	\$ 24,965.00	\$ 9,986.00
202-20.10	Removal of Improvements	Lump Sum	1	\$ 5,645.00	\$ 5,645.00
203-10.00	Class A Excavation	Cu. Yard	202	\$ 14.00	\$ 2,828.00
203-60.00	Compacting Embankment	Cu. Yard	184	\$ 18.00	\$ 3,312.00
304-05.04	Type 5 Aggregate for Base (4 in. thick)	Sq. Yard	586	\$ 10.00	\$ 5,860.00
310-50.03	Gravel (A) or Crushed Stone (B)	Sq. Yard	33	\$ 19.00	\$ 627.00
401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	Tons	62.4	\$ 147.00	\$ 9,172.80
401-30.00	Bituminous Pavement Mixture PG64-22 (Base)	Tons	245.4	\$ 93.00	\$ 22,822.20
502-11.06	Concrete Pavement (6 in. Non-Reinforced)	Sq. Yard	24	\$ 97.00	\$ 2,328.00
606-10.54	Guardrail Type E, 6 Ft. Post, 6 ft-3 in Spacing	Linear Foot	38	\$ 42.00	\$ 1,596.00
606-22.04A	Bridge Anchor Section, 6.5 Ft. Posts (Safety Barrier Curb)	Each	4	\$ 2,420.00	\$ 9,680.00
606-23.00A	Transition Section, 6.5 Ft. Posts	Each	2	\$ 706.00	\$ 1,412.00
606-30.15	Type A Crashworthy End Terminal	Each	2	\$ 2,625.00	\$ 5,250.00
607-10.41	Drive Gate (Tubular Steel) (12 ft Min.)	Lump Sum	1	\$ 1,210.00	\$ 1,210.00
607-10.59	(48") Property Fence (Wooden)	Linear Foot	28	\$ 38.00	\$ 1,064.00
611-30.20	Furnishing Type 2 Rock Blanket	Cu. Yard	147	\$ 29.00	\$ 4,263.00
611-30.40	Placing Type 2 Rock Blanket	Cu. Yard	147	\$ 21.00	\$ 3,087.00
611-99.05	Rock Blanket Bedding	Sq. Yard	220	\$ 20.00	\$ 4,400.00
618-10.00	Mobilization	Lump Sum	1	\$ 29,400.00	\$ 29,400.00
627-40.00	Contractor Furnished Surveying and Staking	Lump Sum	1	\$ 1,220.00	\$ 1,220.00
806-10.19	Silt Fence	Linear Foot	320	\$ 4.00	\$ 1,280.00
ROADWAY ITEMS					\$ 126,443.00

BRIDGE ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
206-10.00	Class 1 Excavation	Cu. Yard	380	\$ 16.00	\$ 6,080.00
206-10.03	Class 1 Excavation in Rock	Cu. Yard	19	\$ 630.00	\$ 11,970.00
216-05.00	Removal of Bridges	Lump Sum	1	\$ 35,620.00	\$ 35,620.00
503-10.11A	Bridge Approach Slab (Minor Road)	Sq. Yard	133	\$ 170.00	\$ 22,610.00
703-20.03	Class B Concrete (Substructure)	Cu. Yard	133.2	\$ 778.00	\$ 103,629.60
703-42.08	Class B-2 Concrete (Superstructure Solid Slab)	Cu. Yard	25.8	\$ 1,472.00	\$ 37,977.60
703-42.15	Safety Barrier Curb	Linear Foot	97	\$ 175.00	\$ 16,975.00
706-10.60	Reinforcing Steel (Bridges)	Lb.	17390	\$ 1.10	\$ 19,129.00
710-10.00	Reinforcing Steel (Epoxy Coated)	Lb.	7290	\$ 1.15	\$ 8,383.50
715-10.01A	Vertical Drain at Abutments	Each	2	\$ 3,628.15	\$ 7,256.30
BRIDGE ITEMS					\$ 269,631.00

SIGNING/STRIPING ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
616-10.05	Construction Signs	Sq. Foot	286	\$ 8.00	\$ 2,288.00
616-10.31	Type III Moveable Barricade with Light	Each	4	\$ 176.00	\$ 704.00
SIGNING/STRIPING ITEMS:					\$ 2,992.00

LANDSCAPIING ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
805-10.00A	Seeding - Cool Season Mixtures	Acre	0.1	\$ 8,030.00	\$ 803.00
LANDSCAPING ITEMS:					\$ 803.00

TOTAL = \$ 399,869.00

## 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 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:  
Structure Replacement on Ficken Road, Project No.: PW19151BXC**  
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.

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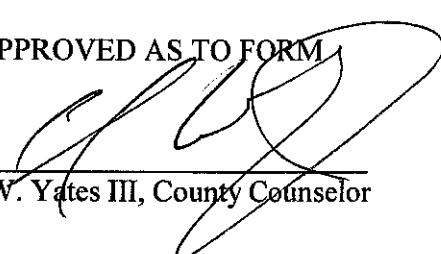
IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Dennis J. Gannon  
Dennis J. Gannon, County Executive

DATE: 8/20/2019

APPROVED AS TO FORM

  
Carl W. Yates III, County Counselor

ATTEST: Ken Waller  
Ken Waller, County Clerk  
Dee Ann Dink  
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  
Kristy Apprill, County Auditor

FOR: Kozeny-Wagner, Inc.

BY: Dennis J. Gannon  
CONTRACTOR  
Robert M. Concord, VICE-PRESIDENT  
Date: 8/15/19

ATTEST: Christopher Kozeny

SEAL