

1 concurrence of the Missouri Department of Transportation and the Federal Highway
2 Administration; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bid to KCI Construction Company upon approval by
5 the County Council, the County Executive, the Missouri Department of Transportation
6 and the Federal Highway Administration, for an amount not to exceed \$725,930.00,
7 subject to budgetary limitations. A copy of said agreement is attached hereto as Exhibit
8 A.

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

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

14 BID NAME

15 Charter Church Road Bridge

16 TERM

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

18 AMOUNT

19 Up to \$725,930.00 subject to budgetary limitations

20 AWARDED BIDDER

21 KCI Construction Company

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

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

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

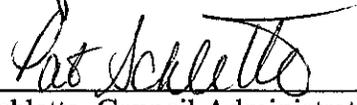
Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 29th DAY OF May, 2018:

PASSED FAILED



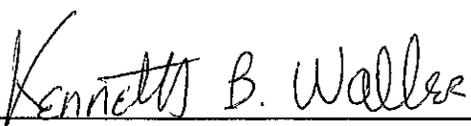
Don Bickowski, County Council Chair



Pat Schlette, Council Administrative Assistant

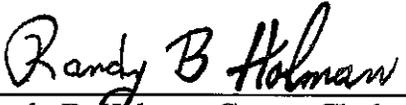
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 4TH DAY OF JUNE, 2018.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2018.

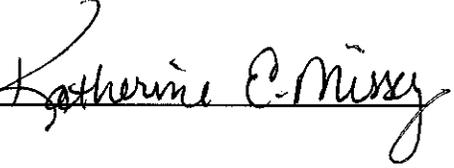


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:



Randy B. Holman, County Clerk

BY: 

Reading Date: 05-29-2018

AGREEMENT FORM

THIS AGREEMENT is dated as of May 29, in the year 2018 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and KCI Construction Company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$725,930.00, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the CHARTER CHURCH ROAD BRIDGE REPLACEMENT. The work is generally described as follows:

The proposed work includes:

The proposed replacement structure carries Charter Church Road over Plattin Creek. The approximate limits of the project, including approach work, begins 100 feet east of the intersection of Charter Church Road and Furaway Lane and extends eastward roughly 500 feet to the intersection of Charter Church Road and Huskey Road.

ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, 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 **75 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 **Nine Hundred Fifty Dollars (\$950.00)** for each day, as defined by Sec 108 of the 2017 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:

Charter Church Road Bridge – STP-5403 (661)					
ROADWAY ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2019919	Clearing & Grubbing	ACRE	0.5	1,624.00	812.00
2022010	Removal of Improvements	L.S.	1.0	2,353.00	2,353.00
2031000	Class A Excavation	C.Y.	995.0	12.10	12,039.50
2036000	Compacting Embankment	C.Y.	719.0	9.50	6,830.50
2037075	Compacting in Cut	STA.	2.4	627.00	1,504.80
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	745.0	7.25	5,401.25
3105003	GRAVEL (A) OR CRUSHED STONE (B)	S.Y.	9.0	30.00	270.00
4011209	"BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)"	TON	78.3	97.00	7,595.10
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TON	324.7	70.00	22,729.00
6061060	MGS GUARDRAIL	L.F.	88.0	28.00	2,464.00
6061069	MGS BRIDGE APPROACH TRANSITION SECTION (REGULAR/NO CURB)	EACH	4.0	2,800.00	11,200.00
6063014	TYPE A CRASHWORTHY END TERMINAL (MASH)	EACH	4.0	2,800.00	11,200.00
6113020	FURNISHING TYPE 2 ROCK BLANKET	C.Y.	935.0	10.00	9,350.00
6113040	PLACING TYPE 2 ROCK BLANKET	C.Y.	935.0	13.00	12,155.00
6161005	CONSTRUCTION SIGNS	S.F.	617.0	7.00	4,319.00
6161009	FLAG ASSEMBLY	EACH	3.0	20.00	60.00
6161030	TYPE III MOVEABLE BARRICADE	EACH	9.0	125.00	1,125.00
6161098A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EACH	3.0	3,500.00	10,500.00
6181000	MOBILIZATION	L.S.	1.0	130,354.65	130,354.65
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1.0	16,000.00	16,000.00
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	0.5	8,500.00	4,250.00
8061005	ROCK DITCH CHECK	L.F.	46.0	35.00	1,610.00
8061016	SEDIMENT REMOVAL	C.Y.	9.0	90.00	810.00
8061019	SILT FENCE	L.F.	540.0	2.00	1,080.00
8061050	TYPE C BERM	L.F.	430.0	41.00	17,630.00
ROADWAY ITEMS =					\$293,642.80

STRIPING ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
6206000C{1}	"4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	LF	800.0	1.10	880.00
6206001C	"4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	LF	800.0	1.10	880.00
STRIPING ITEMS =					\$1,760.00

BRIDGE ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2061000	CLASS 1 EXCAVATION	C.Y.	140.0	17.00	2,380.00
2066002	COFFERDAMS-BENT2	L.S.	1.0	10,000.00	10,000.00
2160500	REMOVAL OF BRIDGES	L.S.	1.0	24,000.00	24,000.00
5031011A	BRIDGE APPROACH SLAB (MINOR ROAD)	S.Y.	146.0	57.00	8,322.00
7011105	DRILLED SHAFTS (3 FT. 6 IN. DIA.)	L.F.	30.0	513.00	15,390.00
7011204	ROCK SOCKETS (3 FT 0 IN. DIA.)	L.F.	16.0	663.00	10,608.00
7011300	SUPPLEMENTARY TELEVISION CAMERA INSPECTION	EACH	2.0	650.00	1,300.00
7011400	FOUNDATION INSPECTION HOLES	L.F.	36.0	225.00	8,100.00
7011600	SONIC LOGGING TESTING	EACH	2.0	2,085.00	4,170.00
7021212	GALVANIZED STRUCTURAL STEEL PILES (12 IN)	L.F.	324.0	73.00	23,652.00
7025001	DYNAMIC PILE TESTING	EACH	2.0	3,288.00	6,576.00
7027000	PILE POINT REINFORCEMENT	EACH	12.0	115.00	1,380.00
7032003	CLASS B CONCRETE (SUBSTRUCTURE)	C.Y.	77.0	501.00	38,577.00
7034213	SLAB ON CONCRETE I-GIRDER	S.Y.	556.0	201.00	111,756.00
7034215	SAFETY BARRIER CURB	L.F.	360.0	68.00	24,480.00
7056002	"TYPE 4 (45 IN.), PRESTRESSED CONCRETE I-GIRDER"	L.F.	605.0	181.00	109,505.00
7061060	REINFORCING STEEL (BRIDGES)	LBS	9940	1.28	12,723.20
7071000	CONDUIT SYSTEM ON STRUCTURE	L.S.	1.0	10.00	10.00
7123301	STEEL INTERMEDIATE DIAPHRAGM FOR P/S CONCRETE GIRDERS	EACH	12.0	600.00	7,200.00
7151001	VERTICAL DRAIN AT END BENTS	EACH	2.0	1,933.00	3,866.00
7161000	PLAIN NEOPRENE BEARING PAD	EACH	4.0	413.00	1,652.00
7161002	LAMINATED NEOPRENE BEARING PAD	EACH	8.0	413.00	3,304.00
7161003	LAMINATED NEOPRENE BEARING PAD (TAPERED)	EACH	4.0	394.00	1,576.00
BRIDGE ITEMS =					\$430,527.20

PROJECT TOTAL = **\$725,930.00**

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 Public Works Department 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 CHARTER CHURCH ROAD BRIDGE REPLACEMENT, STP-5403(661) and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers 1 to 1, 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 quadruplicate. 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: _____
COUNTY EXECUTIVE

APPROVED AS TO FORM

DATE: _____

COUNTY COUNSELOR

ATTEST: _____
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.

COUNTY AUDITOR

FOR: KCI Construction Company

BY: _____ Date: _____
CONTRACTOR

ATTEST: _____

SEAL