

0204

INTRODUCED BY: COUNCIL MEMBER(s) Bickowski

1           AN ORDINANCE AWARDING THE BID FOR THE IMPERIAL MAIN  
2           STREET IMPROVEMENTS PROJECT TO THE LOWEST AND BEST  
3           RESPONSIVE BIDDER AS REFLECTED IN THE RESPONSES TO A CERTAIN  
4           INVITATION FOR BID; AND AUTHORIZATION FOR THE COUNTY  
5           EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR  
6           CONTRACTS TO EFFECTUATE THE AWARD OF THE BID FOR THE  
7           PROJECT DESIGNATED AS IMPERIAL MAIN STREET IMPROVEMENTS  
8           STP-5403 (662) IN COUNCIL DISTRICT 4.

9                   **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to  
10    a certain Invitation for Bid issued by the County, received bids for the following project:

11 Bid Project Name

12 Imperial Main Street Improvements

13 Number of Bids Received

14

15 Date of Bid Opening

16 05-15-18

17       **WHEREAS**, after reviewing the bids set forth above, the County has determined  
18       that a certain bid represents the lowest and best responsive bid for the respective project

**FILED**

1 and meets the bid proposal specifications issued by the County, conditional on the  
2 concurrence of the Missouri Department of Transportation and the Federal Highway  
3 Administration; and

4           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best  
5           interest of the County to award the bid to Gershenson Construction Company, Inc. upon  
6           approval by the County Council, the County Executive, the Missouri Department of  
7           Transportation and the Federal Highway Administration, for an amount not to exceed  
8           \$1,049,083.50, subject to budgetary limitations. A copy of said agreement is attached  
9           hereto as Exhibit A.

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

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

15 BID NAME

16 Imperial Main Street Improvements

17 TERM

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

19 AMOUNT

20 Up to \$1,049,083.50, subject to budgetary limitations

**21** **AWARDED BIDDER**

22 Gershenson Construction Company, Inc.

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	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Daniel Darian	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

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

PASSED  FAILED

Don Bickowski  
Don Bickowski, County Council Chair

Pat Schlette  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 4<sup>th</sup> 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  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman  
Randy B. Holman, County Clerk

BY: Katherine E. Mosey

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 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 \$1,049,083.50, agree as follows:

## ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the IMPERIAL MAIN STREET IMPROVEMENTS. The work is generally described as follows:

The proposed work includes:

Imperial Main Street will be reconstructed from Old State Road to approx.. 350 East of 61/67 on River Street. A list of improvements includes but not limited to are: New pavement (either Asphalt or Concrete), new concrete sidewalks and curb ramps throughout the Imperial Main Street Corridor, new crosswalks, new concrete curb and gutters, improved closed drainage systems, a varying concrete "buffer", LED street scape light fixtures, a new aligned intersection with new signal equipment along with new signal equipment at the Rail Road Tracks, along with new pavement striping. The total project length is approx.. 1445 feet in length.

## 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 **Final Completion Date of May 31, 2019, referenced in JSP B.** 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 **Eleven Hundred Dollars (\$1,100.00)** 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.

IMPERIAL MAIN STREET - BID FORM					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>ROADWAY ITEMS</b>					
2013000	CLEARING AND GRUBBING	ACRES	0.3	\$ 3,000.00	\$ 900.00
2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$ 28,000.00	\$ 28,000.00
2031000	CLASS A EXCAVATION	C.Y.	4917	\$ 22.00	\$ 108,174.00
2036000	COMPACTING EMBANKMENT	C.Y.	41	\$ 10.00	\$ 410.00
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	395	\$ 6.50	\$ 2,567.50
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	8284	\$ 8.00	\$ 66,272.00
3101002	GRAVEL (A)	S.Y.	149	\$ 6.50	\$ 968.50
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	263.0	\$ 78.50	\$ 20,645.50
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	1015.3	\$ 73.50	\$ 74,624.55
4019905	OPTIONAL PAVEMENT	S.Y.	4429.7	\$ 39.50	\$ 174,973.15
4071005	TACK COAT	GAL	230	\$ 5.00	\$ 1,150.00
5021107	CONCRETE PAVEMENT (7 IN. NON-REINF)	S.Y.	837.2	\$ 48.00	\$ 40,185.60
5021107A	CONCRETE PAVEMENT (7 IN. NON-REINF) - EXPOSED AGGREGATE	S.Y.	86.6	\$ 73.00	\$ 6,321.80
5029905	STAMPED CONCRETE	S.Y.	265.9	\$ 60.00	\$ 15,954.00
6039902	ADJUST WATER VALVE TO GRADE	EACH	5	\$ 125.00	\$ 625.00
6039903	ADJUST WATER METER TO GRADE	EACH	3	\$ 1,100.00	\$ 3,300.00
6042010	ADJUSTING MANHOLE	EACH	1	\$ 1,200.00	\$ 1,200.00
6042020	ADJUST INLET TO GRADE	EACH	2	\$ 670.00	\$ 1,340.00
6044011	PIPE COLLAR, TYPE "A" (CONCRETE)	EACH	1	\$ 400.00	\$ 400.00
6083006	6 IN. CONCRETE MEDIAN STRIP	S.Y.	15	\$ 80.00	\$ 1,200.00
3040505	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	970	\$ 21.50	\$ 20,855.00
6089902	WHEEL STOP	EACH	6	\$ 125.00	\$ 750.00
6091041	CONCRETE GUTTER TYPE A	L.F.	13	\$ 30.00	\$ 390.00
6091051	CURB AND GUTTER TYPE A	L.F.	1807	\$ 22.50	\$ 40,657.50
6092011	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	L.F.	247	\$ 6.00	\$ 1,482.00
6092011A	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A - EXPOSED AGGREGATE	L.F.	78	\$ 12.00	\$ 936.00
6092021	INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	L.F.	101	\$ 13.00	\$ 1,313.00
6093010	ASPHALT CURB	L.F.	87	\$ 20.00	\$ 1,340.00
6141120	CURVED VANE GRATE AND FRAME (2 FT. x 2 FT. OR 600 MM x 600 MM)	L.F.	4	\$ 280.00	\$ 1,120.00
6143010	MANHOLE FRAME AND COVER, TYPE 1-A	EACH	1	\$ 275.00	\$ 275.00
6143012	MANHOLE FRAME AND COVER, TYPE 2	EACH	1	\$ 275.00	\$ 275.00
6149902	STEEL GRATE	EACH	2	\$ 580.00	\$ 1,160.00
6149902A	STEEL GRATE WITH SIDE INTAKE	EACH	2	\$ 920.00	\$ 1,840.00
6161005	CONSTRUCTION SIGNS	S.F.	546	\$ 7.00	\$ 3,822.00
6161009	FLAG ASSEMBLY	EACH	5	\$ 20.00	\$ 100.00
6161025	CHANNELIZER (TRIM LINE)	L.F.	36	\$ 25.00	\$ 900.00
6161030	TYPE III MOVEABLE BARRICADE	EACH	8	\$ 110.00	\$ 880.00
6161096	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EACH	2	\$ 4,500.00	\$ 9,000.00
6181000	MOBILIZATION	L.S.	1	\$ 77,500.00	\$ 77,500.00
6214600A	FLOWABLE BACKFILL	C.Y.	25	\$ 125.00	\$ 3,125.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$ 8,500.00	\$ 8,500.00
7119901	WATERPROOFING SYSTEMS AND ARCHITECTURAL PANELS	L.S.	1	\$ 7,500.00	\$ 7,500.00
7209903	MODULAR BLOCK RETAINING WALL	S.F.	276	\$ 30.00	\$ 8,280.00

7269903	12" CLASS V REINFORCED CONCRETE PIPE	L.F.	210	\$ 62.00	\$ 13,020.00
7269904	15" CLASS V REINFORCED CONCRETE PIPE	L.F.	95	\$ 65.00	\$ 6,175.00
7269905	14"x23" CLASS V REINFORCED HORIZONTAL ELLIPTICAL CONCRETE PIPE CULVERT	L.F.	4	\$ 400.00	\$ 1,600.00
7311022	PRECAST DROP INLET 2 FT X 2 FT	L.F.	9	\$ 470.00	\$ 4,230.00
7310048	PRECAST CONCRETE MANHOLE (48")	L.F.	5	\$ 530.00	\$ 2,650.00
8051000A	SEEDING - COOL SEASON MIXTURES	ACRES	0.2	\$ 10,000.00	\$ 2,000.00
8061016	SEDIMENT REMOVAL	C.Y.	3	\$ 30.00	\$ 90.00
8061017	TEMPORARY SEEDING AND MULCHING	ACRES	0.1	\$ 5,000.00	\$ 500.00
8061019	SILT FENCE	L.F.	286	\$ 4.00	\$ 1,144.00
8069903	INLET PROTECTION - FIBER ROLLS	L.F.	25	\$ 10.00	\$ 250.00
SUBTOTAL ROADWAY ITEMS				\$ 772,871.10	

NOTE: CONTRACTOR SHALL SPECIFY TYPE OF OPTIONAL PAVEMENT THEIR BID REFLECTS

OPTIONAL PAVEMENT TYPE

OPTION 1 -  PORTLAND CEMENT CONCRETE

OPTION 2 -  ASPHALTIC CONCRETE

SIGNALS AND STRIPING ITEMS:						
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EACH	9	\$ 350.00	\$ 3,150.00	
6200026	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/LT/RT	EACH	4	\$ 670.00	\$ 2,680.00	
6200033	PREFORMED THERMOPLASTIC PAVEMENT MARKING, R/R CROSSING MARKER	EACH	2	\$ 950.00	\$ 1,900.00	
6205906A	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	L.F.	380	\$ 3.50	\$ 1,330.00	
6206000C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	3210	\$ 0.45	\$ 1,444.50	
6206001C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	2660	\$ 0.45	\$ 1,197.00	
6206124A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	270	\$ 7.00	\$ 1,890.00	
6206176A	6 IN., WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	L.F.	20	\$ 1.00	\$ 20.00	
6207001	PAVEMENT MARKING REMOVAL	L.F.	110	\$ 3.00	\$ 330.00	
6208077	4 IN YELLOW TEMPORARY PAVEMENT MARKING	L.F.	221	\$ 5.00	\$ 1,105.00	
9020513	SIGNAL HEAD, TYPE 3B	EACH	10	\$ 884.00	\$ 8,840.00	
9020514	SIGNAL HEAD, TYPE 4B	EACH	2	\$ 994.00	\$ 1,988.00	
9020833	SH-FLAT SHEET - SIGNAL SIGN	S.F.	89	\$ 34.35	\$ 3,057.15	
9022650	150 WATT 120 VOLT HIGH PRESSURE SODIUM LUMINAIRE	EACH	2	\$ 289.00	\$ 578.00	
9023130	POST, TYPE CL, 30 FT ARM	EACH	1	\$ 6,694.00	\$ 6,694.00	
9023240	POST, TYPE C, 40 FT ARM	EACH	1	\$ 721.00	\$ 721.00	
9023355	POST, TYPE B, LONGEST ARM 55 FT	EACH	1	\$ 12,106.00	\$ 12,106.00	
9024283	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	EACH	1	\$ 12,869.00	\$ 12,869.00	
9024975	VIDEO DETECTION SYSTEM	EACH	1	\$ 17,740.00	\$ 17,740.00	
9055300	CONDUIT, 3 IN., TRENCH WITH RACER WIRE	L.F.	205	\$ 13.00	\$ 2,665.00	
9027200	CONDUIT, 2 IN., PUSHED WITH TRACER WIRE	L.F.	143	\$ 22.65	\$ 3,238.95	
9027300	CONDUIT, 3 IN., PUSHED WITH TRACER WIRE	L.F.	89	\$ 34.25	\$ 3,048.25	
9028100	CABLE, 10 AWG 1 CONDUCTOR, POLE, AND BRACKET	L.F.	270	\$ 0.60	\$ 162.00	
9028208	CABLE, 8 AWG 1 CONDUCTOR, POWER	L.F.	50	\$ 0.75	\$ 37.50	
9028302	CABLE, 12 AWG 2 CONDUCTOR	L.F.	470	\$ 0.95	\$ 446.50	
9028311	CABLE, 16 AWG 7 CONDUCTOR	L.F.	2050	\$ 1.60	\$ 3,280.00	
9028312	CABLE, 12 AWG 12 CONDUCTOR	L.F.	280	\$ 2.55	\$ 714.00	
9028621	POWER SUPPLY ASSEMBLY, TYPE 2 WITH 120V LIGHTING	EACH	1	\$ 3,192.00	\$ 3,192.00	

9028811	PULL BOX, PREFORMED CLASS 2	EACH	3	\$ 1,174.00	\$ 3,522.00
9028812	PULL BOX, PREFORMED CLASS 3	EACH	1	\$ 1,579.00	\$ 1,579.00
9029100	BASE, CONCRETE	C.Y.	12.2	\$ 1,165.00	\$ 14,213.00
9029901	MISC - REMOVE AND RELOCATE EXISTING PTZ CAMERA DN WIRELESS INTERFACE INTERCONNECT	L.S.	1	\$ 990.00	\$ 990.00
9029902	MISC - RELOCATE TRAFFIC SIGNAL SIGNS	EACH	4	\$ 138.00	\$ 552.00
SUBTOTAL TRAFFIC SIGNAL & STRIPING ITEMS					\$ 117,279.85

LIGHTING ITEMS:					
9017002	CABLE, 2 AWG 1 CONDUCTOR	L.F.	120	\$ 2.00	\$ 240.00
9017006	CABLE, 6 AWG 1 CONDUCTOR	L.F.	2446	\$ 1.30	\$ 3,179.80
9017008	CABLE, 8 AWG 1 CONDUCTOR	L.F.	2155	\$ 1.10	\$ 2,370.50
9017010	CABLE, 10 AWG 1 CONDUCTOR	L.F.	5324	\$ 0.95	\$ 5,057.80
9019902	STERNBERG LIGHT FIXTURE WITH VALMONT POLE WITH BANNER ARMS AND BUILT IN REC.	EACH	18	\$ 3,986.00	\$ 71,748.00
9019903	CONDUIT, 3/4" IN. RIGID, IN TRENCH	L.F.	946	\$ 9.20	\$ 8,703.20
9019904	CONDUIT, 1" IN. RIGID, IN TRENCH	L.F.	645	\$ 10.00	\$ 6,450.00
9019905	CONDUIT, 1 1/4" RIGID, IN TRENCH	L.F.	85	\$ 11.75	\$ 998.75
9019906	100A, 120/240V, METERED LIGHTING PEDESTAL	EACH	1	\$ 5,315.00	\$ 5,315.00
9029100	BASE, CONCRETE	C.Y.	10	\$ 1,921.00	\$ 19,210.00
SUBTOTAL LIGHTING ITEMS					\$ 123,273.05

PEDESTRIAN FACILITIES ITEMS:					
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	673	\$ 6.50	\$ 4,374.50
6081010	CONCRETE CURB RAMP	S.Y.	131	\$ 85.00	\$ 11,135.00
6081010A	CONCRETE CURB RAMP - EXPOSED AGGREGATE	S.Y.	5	\$ 130.00	\$ 650.00
6081012	TRUNCATED DOMES	S.F.	84	\$ 15.00	\$ 1,260.00
6086004	CONCRETE SIDEWALK (4 IN. THICK)	S.Y.	504	\$ 32.00	\$ 16,128.00
6086004A	CONCRETE SIDEWALK (4 IN. THICK) - EXPOSED AGGREGATE	S.Y.	32	\$ 66.00	\$ 2,112.00
SUBTOTAL PEDESTRIAN FACILITIES ITEMS					\$ 35,659.50
PROJECT TOTAL					\$ 1,049,083.50

## 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 IMPERIAL MAIN STREET IMPROVEMENTS, STP-5403 (662) 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: Gershenson Construction Company, Inc.

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

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

SEAL