

INTRODUCED BY: COUNCIL MEMBER(s) *Hendrickson*

1                   **AN ORDINANCE AWARDING THE BID FOR THE CHARTER CHURCH**  
2                   **ROAD BRIDGE REPLACEMENT AT MITCH SWEET PROJECT TO THE**  
3                   **LOWEST AND BEST RESPONSIVE BIDDER AS REFLECTED IN THE**  
4                   **RESPONSES TO A CERTAIN INVITATION FOR BID; AND AUTHORIZATION**  
5                   **FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY**  
6                   **AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE**  
7                   **BID FOR THE PROJECT DESIGNATED AS CHARTER CHURCH ROAD**  
8                   **BRIDGE REPLACEMENT AT MITCH SWEET STP-5403 (673) IN COUNCIL**  
9                   **DISTRICT 5 & 6.**

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 Charter Church Road Bridge Replacement at Mitch Sweet

14 Number of Bids Received

15 4

Date of Bid Opening

**FILED**

JUN 24 2020

**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 Pace Construction Company, LLC. upon approval by the  
8        County Council, the County Executive, the Missouri Department of Transportation and the  
9        Federal Highway Administration, for an amount not to exceed \$939,000.00, subject to  
10      budgetary limitations. A copy of said agreement is attached hereto as Exhibit A.

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

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

16 BID NAME

17 Charter Church Road Bridge Replacement at Mitch Sweet

18 TERM

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

20 AMOUNT

21 Up to \$939,000.00 subject to budgetary limitations

22 AWARDED BIDDER

1

Pace Construction Company, LLC.

2

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

7

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

11

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall 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 22nd DAY OF June, 2020;

**PASSED**

FAILED

Phil Hendrickson, 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 23<sup>rd</sup> DAY OF JULY, 2020.

THIS BILL WAS        VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS        DAY OF  
, 2020.

  
Dennis Gannon, County Executive

*ATTEST:*

Ken Wallace

Ken Waller, County Clerk

ABY

Reading Date: 06-22-2020

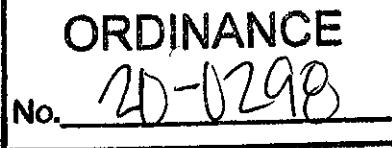


Exhibit A

## AGREEMENT FORM

THIS AGREEMENT is dated as of June 22, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Pace construction Company, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$939,000.00, agree as follows:

### ARTICLE I. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Charter Church Road Bridge Replacement at Mitch Sweet**, Project No. **STP-5403 (673)**

The proposed work includes:

The proposed work includes: The work in general will consist of bridge replacement, realignment of the roadway, bituminous surfacing, guardrail placement and creek channel improvements. Located on Charter Church Road over Plattin Creek in Sections 25 & 30, Township 32 North, Ranges 5 & 6 East, Jefferson County, Missouri. The bridge is currently reduced to one lane.

### 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 Ninety Five ( 95 ) 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 I08 of the 2019 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: \$1,100.00 or One Thousand One Hundred Dollars per Day

### ARTICLE 4. CONTRACT PRICE

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

Project: Charter Church Road Bridge Replacement at Mitch Sweet  
 Federal Project #: STP-5403 (673)  
 Bid Opening Date: June 9, 2020  
 Engineer's Estimate: \$1,053,686.00

Pace Construction Company, LLC  
 1620 Woodson Road  
 St. Louis, MO 63114

Item No.	Description	Unit	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>					
2013000	Leaking & Grubbing	ACRE	0.7	\$5,500.00	\$ 3,850.00
2022010	Removal of Improvements	LS	1.0	\$4,500.00	\$ 4,500.00
2031000	Class A Excavation	CUYD	2216.0	\$20.00	\$ 44,320.00
2036000	Compacting Embankment	CUYD	499.0	\$12.00	\$ 5,988.00
2059999	Subgrade Repair	SQYD	500.0	\$6.50	\$ 3,250.00
2063000	Class B Excavation	CUYD	43.0	\$20.00	\$ 860.00
2072000	Linear Grading, Class 2	STA	1.3	\$475.00	\$ 617.50
3040143	Type 1 Aggregate for Base (4" Thick)	SQYD	1218.0	\$6.20	\$ 7,551.60
3040163	Type 1 Aggregate for Base (6" Thick)	SQYD	233.0	\$8.75	\$ 2,038.75
4011209	Bituminous Pavement Mixture Surface (BP-1)	TON	131.0	\$81.12	\$ 10,626.72
4013000	Bituminous Pavement Mixture (Base)	TON	525.0	\$60.91	\$ 31,977.75
4071005	Tack Coat	GAL	40.0	\$3.00	\$ 120.00
6061010	Guardrail Type A	LF	38.0	\$80.00	\$ 3,040.00
6061050	Guardrail Type E, 3 ft-1.5 in spacing	LF	75.0	\$100.00	\$ 7,500.00
6062100	Bridge Anchor Section (Curvy)	EA	1.0	\$3,600.00	\$ 3,600.00
6062303	Asymmetrical Transition Section, 6.5ft Post	EA	1.0	\$1,200.00	\$ 1,200.00
6113020	Furnishing Type 2 Rock Blanket	CUYD	935.0	\$90.00	\$ 10,050.00
6113040	Placing Type 2 Rock Blanket	CUYD	935.0	\$18.00	\$ 16,030.00
6161005	Construction Signs	SOFT	197.0	\$9.00	\$ 1,773.00
6161030	Type III Moveable Barricade	EA	6.0	\$135.00	\$ 810.00
6161052	Warning Light, Type B	EA	8.0	\$55.00	\$ 440.00
6161098A	Changeable message sign, W/O Interface Contr, Furn & Contr. Retained.	EA	2.0	\$3,000.00	\$ 6,000.00
6181000	Mobilization	LS	1.0	\$60,893.06	\$ 60,893.06
6274000	Contractor Furnished Surveying and Staking	LS	1.0	\$3,645.00	\$ 3,645.00
7261030	30" Pipe Group A (RCP)	LF	36.0	\$100.00	\$ 3,600.00
7320630	30" or Allowed Substitute Group A Flared End Section	EA	2.0	\$950.00	\$ 1,900.00
8061005	Rock Ditch Check	LF	12.0	\$22.00	\$ 264.00
8061019	Slit Fence	LF	953.0	\$3.50	\$ 3,335.50
					Subtotal = \$ 229,280.88

Item No.	Description	Unit	Quantity	Unit Cost	Amount
<b>BRIDGE ITEMS</b>					
2051000	Class 1 Excavation	CUYD	130.0	\$40.00	\$ 5,200.00
2160500	Removal of Bridges	LS	1.0	\$35,000.00	\$ 35,000.00
5031011A	Bridge Approach Slab (Minor Road)	SQYD	143.0	\$155.00	\$ 22,165.00
7011105	Drilled Shafts (3 ft 6 in)	LF	51.0	\$625.00	\$ 31,875.00
7011204	Rock Sockets (3 ft 0 in)	LF	60.0	\$500.00	\$ 30,000.00
7011300	Supplementary Television Camera Inspection	EA	6.0	\$500.00	\$ 3,000.00
7011400	Foundation Inspection Holes	LF	60.0	\$275.00	\$ 16,500.00
7011600	Sonic Logging Testing	EA	6.0	\$2,000.00	\$ 12,000.00
7021210	Galvanized Structure Steel Piles (10 in)	LF	225.0	\$85.00	\$ 19,125.00
7026000	Pre-Bore for Piling	LF	205.0	\$135.00	\$ 27,675.00
7027000	Pile Point Reinforcement	EA	10.0	\$90.00	\$ 900.00
7032003	Class B Concrete (SubStructure)	CUYD	87.6	\$750.00	\$ 65,850.00
7034213	Slab on Concrete I-Girder	SQYD	645.0	\$280.00	\$ 180,600.00
7034215	Safety Barrier Curb	LF	356.0	\$84.00	\$ 29,904.00
7056001	Type 3 (39") Prestressed Concrete I-Girder	LF	1050.0	\$175.00	\$ 183,750.00
7061060	Reinforcing Steel (Bridges)	LB	17140.0	\$1.10	\$ 18,854.00
7123301	Steel Intermediate Diaphragm for P/S Concrete Girders	EA	5.0	\$475.00	\$ 2,375.00
7123510	Slab Drains	EA	150	\$975.00	\$ 5,625.00
7151001	Vertical Drains at End Bents	EA	24	\$1,000.00	\$ 2,000.00
7161000	Plain Neoprene Bearing Pad	EA	24	\$175.00	\$ 2,100.00
7161002	Laminated Neoprene Bearing Pad Assembly	EA	24	\$250.00	\$ 6,000.00
					Subtotal = \$ 705,248.00

Item No.	Description	Unit	Quantity	Unit Cost	Amount
<b>STRIPING ITEMS</b>					
6206000C	4" White Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0	\$ 1.85	\$ 1,875.50
6206001C	4" Yellow Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0	\$ 0.95	\$ 975.50
6208065	Temporary Raised Pavement Marker, Type 2	EA	12.0	\$ 0.01	\$ 0.12
					Subtotal = \$ 1,751.12

Item No.	Description	Unit	Quantity	Unit Cost	Amount
<b>LANDSCAPE ITEMS</b>					
8051000	SEEDING	ACRE	0.4	\$6,800.00	\$ 2,720.00
					Subtotal = \$ 2,720.00

TOTAL = \$ 939,000.00

## 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 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, investigation 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:  
**Charter Church Road Bridge Replacement at Mitch Sweet, Project No.: STP-5403 (673)**  
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers \_\_\_\_ to \_\_\_\_ , 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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

FOR: JEFFERSON COUNTY, MISSOURI

BY: Dennis J. Gannon County Executive

**APPROVED AS TO FORM**

DATE:

**Carl W. Yates III, County Counselor**

ATTEST: Ken Waller, County Clerk

**DEPUTY CLERK**

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy Apprill, County Auditor

**FOR:**

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

ATTEST:

SEA