

BILL NO.: 20-0602

ORDINANCE NO.: 20-0279

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

1                   **AN ORDINANCE AWARDING THE BID FOR THE CEDAR HILL ROAD**  
2                   **AT LOCAL HILLSBORO ROAD INTERSECTION IMPROVEMENTS PROJECT**  
3                   **TO THE 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 CEDAR HILL ROAD AT LOCAL**  
8                   **HILLSBORO ROAD INTERSECTION IMPROVEMENTS STP-5403 (689) IN**  
9                   **COUNCIL DISTRICT 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                  Cedar Hill Road at Local Hillsboro Road Intersection Improvements

14                  Number of Bids Received

15                  5

16                  Date of Bid Opening

17                  05-19-20

**FILED**

JUN 11 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 Jokerst Paving & Contracting Inc. 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 \$514,361.45, 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 Cedar Hill Road at Local Hillsboro Road Intersection Improvements

18 **TERM**

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

20 AMOUNT

21 Up to \$514,361.45 subject to budgetary limitations

22 AWARDED BIDDER

## Jokerst Paving & Contracting 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 Groet

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 8th DAY OF June, 2020:

PASSED  FAILED

Phil Hendrie

Phil Hendrickson, County Council Chair

Pat Schlette  
Pat Schlette, Council Executive Assistant

**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 10<sup>th</sup> DAY OF June, 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 J. Gannon  
Dennis Gannon, County Executive

Dennis Gannon, County Executive

*ATTEST:*

Ken Wallace

Ken Waller, County Clerk

BY: John Smith

Reading Date: 06-08-2020

**ORDINANCE**  
No. 20-0779

**AGREEMENT FORM**

THIS AGREEMENT is dated as of June 8, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Jokerst Paving & Contracting, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$514,361.45, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the  
**CEDAR HILL ROAD AT LOCAL HILLSBORO**, Project No. **STP-5403 (689)**

The proposed work includes:

The proposed work includes: The realignment of the South leg of Cedar Hill Rd. at the intersection with Local Hillsboro Rd. Reconstructing (1005 feet of roadway) - 706 Feet on Local Hillsboro Road, and 400 Feet on Cedar Hill Road. The construction activity will include removal the existing non-compliant intersection, and replace with an improved geometric alignment. The project will also include storm water improvements, sight distance improvements, and adding turn lanes. Additional improvements include but are not limited to: Class A excavation, drainage piping and structures, 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 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 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: \$ 700.00 or Seven 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: CEDAR HILL ROAD AT LOCAL HILLSBORO ROAD INTERSEC  
 Federal Project #: STP-5403 (689)  
 Bid opening Date: May 19th, 2020  
 Engineer's Estimate: \$456,593.50

Jokerst Paving & Contracting, Inc.  
 P.O. Box 637  
 Festus, MO 63028

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
<b>ROADWAY ITEMS</b>					
201-30.00	CLEARING AND GRUBBING	AC	1.6	\$ 4,812.50	\$ 7,700.00
202-20.10	REMOVAL OF IMPROVEMENTS	L. SUM	1	\$ 17,200.00	\$ 17,200.00
202-99.02a *	EX MAILBOX (TBR&R)	EA	2	\$ 240.00	\$ 480.00
203-10.00	CLASS A EXCAVATION	CU YD	4710.1	\$ 8.48	\$ 39,941.65
203-55.00	EMBANKMENT IN PLACE	CU YD	298.7	\$ 9.57	\$ 2,858.56
203-60.00	COMPACTING EMBANKMENT	CU YD	3234.6	\$ 8.77	\$ 28,367.44
205-10.10	MODIFIED SUBGRADE	SQ YD	100	\$ 44.60	\$ 4,460.00
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQ YD	5744	\$ 4.89	\$ 28,088.16
310-10.03	GRAVEL (A)	SQ YD	200	\$ 9.92	\$ 1,984.00
401-01.51	TYPE A3 SHOULDER	SQ YD	844	\$ 27.50	\$ 23,210.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	303	\$ 61.79	\$ 24,782.37
401-30.00	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE)	TONS	2111	\$ 74.10	\$ 156,425.10
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	LF	172	\$ 39.46	\$ 6,787.12
616-10.05	CONSTRUCTION SIGNS	SQ FT	1026.0	\$ 6.70	\$ 6,874.20
616-10.08	ADVANCED WARNING RAIL SYSTEM	EA	6	\$ 36.05	\$ 216.30
616-10.09	FLAG ASSEMBLY	EA	6	\$ 20.60	\$ 123.60
616-10.10	RELOCATED SIGNS	SQ FT	87.0	\$ 10.30	\$ 896.10
616-10.30	TYPE III MOVEABLE BARRICADE	EA	13	\$ 139.05	\$ 1,807.65
616-99.01 *	MAINTENANCE OF TRAFFIC CONTROL ITEMS	LS	1	\$ 998.58	\$ 998.58
618-10.00	MOBILIZATION	LS	1	\$ 43,000.00	\$ 43,000.00
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 3,000.00	\$ 3,000.00
805-20.00A	SEEDING WARM SEASON MIXTURES	AC	2	\$ 4,000.00	\$ 6,000.00
806-10.05	ROCK DITCH CHECK	LF	254	\$ 19.00	\$ 4,826.00
806-10.17	TEMPORARY SEEDING & MULCHING	AC	1.5	\$ 2,000.00	\$ 3,000.00
806-10.19	SILT FENCE	LF	599	\$ 4.10	\$ 2,455.90
806-10.07A	CURB INLET CHECK	EA	4	\$ 150.00	\$ 600.00
<b>ROADWAY ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 416,082.73</b>

<b>DRAINAGE ITEMS</b>					
726-10.15	15 IN. PIPE GROUP A	LF	31	\$ 61.73	\$ 1,913.63
726-13.36	36 IN. CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	107	\$ 139.09	\$ 14,882.63
726-13.60	60 IN. CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	113	\$ 369.65	\$ 41,770.45
609-60.20	FURNISHING TYPE 2 ROCK DITCH LINER	CU YD	183	\$ 28.69	\$ 5,250.27
609-60.42	PLACING TYPE 2 ROCK DITCH LINER	CU YD	183.0	\$ 21.08	\$ 3,857.64
732-06.15A	15 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EA	2	\$ 838.00	\$ 1,676.00
732-06.36	36 IN. PRECAST CONCRETE FLARED END SECTION	EA	2	\$ 1,685.67	\$ 3,371.34
732-06.60	60 IN. PRECAST CONCRETE FLARED END SECTION	EA	2.0	\$ 3,856.67	\$ 7,713.34
720-12.00	SELECT GRANULAR BACKFILL FOR STRUCTURAL SYSTEMS	CU YD	219	\$ 37.93	\$ 8,306.67
<b>DRAINAGE ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 88,741.97</b>

<b>SIGNING ITEMS</b>					
902-91.00	BASE, CONCRETE	CU YD	0.44	\$ 2,575.00	\$ 1,133.00
902-99.02a *	EX FLASING BEACON (TBR&R)	UNIT	1	\$ 1,565.60	\$ 1,565.60
				<b>SIGNING ITEMS</b>	<b>SUBTOTAL</b>
					<b>\$ 2,698.60</b>

<b>SIGNING/STRIPING ITEMS</b>					
620-00.13	COLD APPLIED TAPE PAVEMENT MARKING, 24 IN. WHITE	LF	27	\$ 24.72	\$ 667.44
620-00.19	COLD APPLIED TAPE PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	6	\$ 329.60	\$ 1,977.60
620-61.51A	4 IN. YELLOW ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	3380	\$ 0.41	\$ 1,385.80
620-61.76A	6 IN. WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	2505	\$ 0.46	\$ 1,152.30
620-99.03(a) *	12 IN. WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	63	\$ 3.61	\$ 227.43
620-99.03 (b) *	12 IN. YELLOW ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	LF	198	\$ 7.21	\$ 1,427.55
<b>SIGNING/STRIPING ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 6,838.15</b>

<b>PROJECT TOTAL</b>		<b>\$514,361.45</b>

## 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:  
**CEDAR HILL ROAD AT LOCAL HILLSBORO**, Project No.: **STP-5403 (689)**  
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.

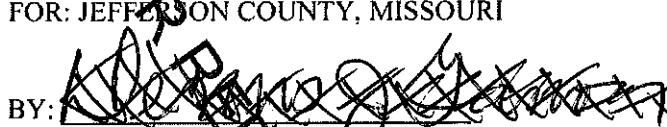
ARTICLE 10. VENUE

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.

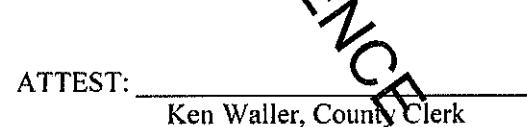
FOR: JEFFERSON COUNTY, MISSOURI

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: \_\_\_\_\_

SEAL