

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

1           AN ORDINANCE AWARDING THE BID FOR THE DOC SARGENT  
2   ROAD BRIDGE REPLACEMENT 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 DOC SARGENT ROAD BRIDGE REPLACEMENT  
8   BRIDGE # 00800021, STP-5403 (674) IN COUNCIL DISTRICT 1.

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 Doc Sargent Road Bridge Replacement

13 Number of Bids Received

14 4

15 Date of Bid Opening

16 05-5-20

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

Page 1 of 4

JUN 02 2020

KEN WALLER  
COUNTY CLERK, JEFFERSON COUNTY, MO

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 interest  
5        of the County to award the bid to Gershenson Construction Co. Inc. upon approval by the  
6        County Council, the County Executive, the Missouri Department of Transportation and the  
7        Federal Highway Administration, for an amount not to exceed \$654,241.90, subject to  
8        budgetary limitations. A copy of said agreement is attached hereto as Exhibit A.

9           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
10          **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 Doc Sargent Road Bridge Replacement

16 TERM

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

18 AMOUNT

19 Up to \$654,241.90 subject to budgetary limitations

20 AWARDED BIDDER

21 Gershenson Construction Co. 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 the  
8    rules and procedures for the maintenance and retention of records as promulgated by the  
9    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, 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 26<sup>th</sup> DAY OF May, 2020:

PASSED

FAILED



Phil Hendrickson, County Council Chair



Pat Schlette, Council Executive Assistant

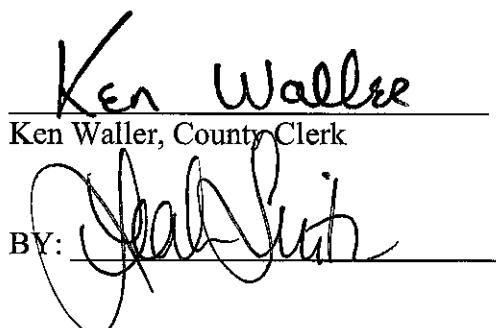
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 27<sup>th</sup> DAY OF May, 2020.

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 Waller, County Clerk

Reading Date: 05-26-2020



# Jefferson County, Missouri

Maple Street Annex  
725 Maple Street • PO Box 100  
Hillsboro, Missouri 63050

Dennis Gannon  
County Executive

## DEPARTMENT OF PUBLIC WORKS

**Jason Jonas, P.E. – Director**  
**Daniel Naunheim, P.E. – Deputy Director**

Telephone: 636-797-5340 • Fax: 636-797-5565  
Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Kurt Wengert, P.E. Highway  
Division Superintendent  
636-797-5427

Christopher Ehlen, P.E.  
Technical Administration Division  
Manager  
636-797-5570

David C. Mikusch  
Fleet Services Manager  
636-797-6017

Matt Stinehomb  
Facility Services Manager  
636-797-5574

Mike Cook  
Stormwater Division Manager  
636-797-6318

June 3, 2020

Gershenson Construction Co., Inc  
Michele Hibbard  
2 Trulitt Drive  
Eureka, MO 63025

Re: Doc Sargent Road Bridge

Dear Michele:

This is the official notification by the County of Jefferson, Missouri of the award of the contract for the above-mentioned project in accordance with your bid of May 5, 2020.

Attached is a copy of the Contract Agreement. Please print three (3) copies of the agreement and execute all three (3) and affix your corporate seal to each copy.

You are to submit three (3) copies of the required performance and payment bonds in the amount of \$654,241.90 and to have your insurance company prepare Certification of Liability Insurance Coverage and Workmen's Compensation Insurance. The Liability Insurance Certificates shall show the County of Jefferson, Missouri as an additional insured, certificate holder and shall provide for thirty (30) days' notice of cancellation. A copy of the policy or copies of all endorsements, especially the additional insured endorsement to the policy is also to be submitted. We will also need your Request for Approval of Subcontractors for each subcontractor.

All the above documents are to be submitted to this office within fifteen (15) days from the date of this letter.

We will need insurance for all your subcontractors as stated in section 37 of the General Conditions under the subheading Subcontractor's coverage. All will need insurance with the same limits as your policy, also naming the County of Jefferson as additional insured and supplying an original of their insurance certificate and additional insured endorsement. Your subcontractors are also required to submit an Affidavit of Federal Employment Authorization and acceptable enrollment documentation which is a full copy of the E-Verify MOU (all 13 pages) and to submit a Certification Regarding Affirmative Action document. A Notice to Proceed will not be issued until we have all the above-mentioned information.

Should you have any questions, please contact our office.

Sincerely,

*Rebecca Cole*  
Rebecca Cole, Contracts Coordinator  
Department of Public Works

Attachments

**FILED**

JUN 23 2020

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

## AGREEMENT FORM

THIS AGREEMENT is dated as of May 26----, in the year 2020 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Gershenson Construction Co. Inc. \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of --\$ 654,241.90----- agree as follows:

### ARTICLE 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the  
**DOC SARGENT ROAD BRIDGE, Project No. STP-5403 (674)**

The proposed work includes:

The proposed work includes: The removal and replacement of the bridge structure and associated roadway approaches on Doc Sargent Road. The work in general will consist of removal of existing structure, new bridge abutments, slab on concrete NU Girders, concrete deck panels, reinforced concrete decking, guardrail installation, and rock blanket installation. The project length is 450'.

### 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 Sixty five( 65 ) 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 extenstions of time granted by the engineer;

LIQUIDATED DAMAGES: \$ 950.00 or Nine Hundred Fifty 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: DOC SARGENT ROAD BRIDGE REPLACEMENT  
 Federal Project #: STP-5403 (674)  
 Bid opening Date: May 5th, 2020  
 Engineer's Estimate: \$655,046.50

Gershenson Construction Co., Inc.  
 2 Trull Drive  
 Eureka, MO 63025

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
<b>ROADWAY ITEMS</b>					
201-30.00	Clearing and Grubbing	Acre	0.8	\$ 8,000.00	\$ 6,400.00
202-20.10	Removal of Improvements	Lump Sum	1	\$ 17,000.00	\$ 17,000.00
203-10.00	Class A Excavation	Cu. Yard	906	\$ 28.00	\$ 25,368.00
203-60.00	Compacting Embankment	Cu. Yard	515	\$ 9.00	\$ 4,635.00
206-30.00	Class 3 Excavation	Cu. Yard	20	\$ 21.00	\$ 420.00
304-05.04	Type 5 Aggregate for Bass (4 in. thick)	Sq. Yard	1177	\$ 6.50	\$ 7,650.50
401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	Tons	130.4	\$ 106.00	\$ 13,822.40
401-30.00	Bituminous Pavement Mixture PG64-22 (Base)	Tons	492.5	\$ 89.00	\$ 43,340.00
407-10.05	Tack Coat	Gal.	109.0	\$ 6.00	\$ 654.00
504-10.00	Concrete Approach Pavement	Sq. Yard	157.3	\$ 110.00	\$ 17,303.00
606-10.10	Guardrail Type A	Linear Foot	100.0	\$ 31.00	\$ 3,100.00
606-10.54	Guardrail Type E, 6 Ft. Post, 6 ft-3 in Spacing	Linear Foot	56	\$ 55.00	\$ 3,080.00
606-23.004	Transition Section, 5.5 Ft Posts	Each	3	\$ 400.00	\$ 1,200.00
606-24.00	Bridge Anchor Section (Thrie Beam)	Each	4	\$ 1,900.00	\$ 7,600.00
606-30.15	Type A Crashworthy End Terminal	Each	3	\$ 2,750.00	\$ 8,250.00
611-30.20	Furnishing Type 2 Rock Blanket	Cu. Yard	551	\$ 26.00	\$ 14,326.00
611-30.40	Placing Type 2 Rock Blanket	Cu. Yard	551	\$ 15.00	\$ 8,285.00
611-99.05	Rock Blanket Bedding	Sq. Yard	431	\$ 16.00	\$ 6,896.00
618-10.00	Mobilization	Lump Sum	1	\$ 50,000.00	\$ 50,000.00
627-40.00	Contractor Furnished Surveying and Staking	Lump Sum	1	\$ 5,200.00	\$ 5,200.00
726-10.15	15 in. Pipe Group A	Linear Foot	24	\$ 65.00	\$ 1,560.00
726-10.18	18 in. Pipe Group A	Linear Foot	39	\$ 70.00	\$ 2,730.00
732-06.15A	15 in. or Allowed Substitute Group A Flared End Section	Each	2	\$ 750.00	\$ 1,500.00
732-06.18A	18 in. or Allowed Substitute Group A Flared End Section	Each	2	\$ 1,000.00	\$ 2,000.00
806-10.05	Rock Ditch Check	Linear Foot	50	\$ 30.00	\$ 1,500.00
806-10.19	Silt Fence	Linear Foot	742	\$ 4.00	\$ 2,968.00
806-10.50	Type C Berm	Linear Foot	225	\$ 40.00	\$ 9,000.00
<b>ROADWAY ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 265,767.90</b>

**DRAINAGE ITEMS**

206-10.00	Class 1 Excavation	Cu. Yard	108	\$ 80.00	\$ 8,640.00
216-05.00	Removal of Bridges	Lump Sum	1	\$ 11,500.00	\$ 11,500.00
603-10.10A	Bridge Approach Slab (Major Road)	Sq. Yard	136	\$ 250.00	\$ 34,000.00
701-12.02	Rock Sockets (2 ft. 0 in. Dia.)	Linear Foot	60	\$ 375.00	\$ 22,500.00
701-14.00	Foundation Inspection Holes	Linear Foot	217.5	\$ 100.00	\$ 21,750.00
702-12.12	Galvanized Structural Steel Piles (12 in.)	Linear Foot	200	\$ 85.00	\$ 17,000.00
702-60.00	Pre-Bore for Piling	Linear Foot	117	\$ 160.00	\$ 18,720.00
703-20.03	Class B Concrete (Substructure)	Cu. Yard	29.9	\$ 800.00	\$ 23,920.00
703-42.21	Slab on Concrete NU-Girder	Sq. Yard	267	\$ 400.00	\$ 106,800.00
705-60.21	NU 35. Prestressed Concrete NU-Girder	Linear Foot	283	\$ 265.00	\$ 74,985.00
713-40.00	Bridge Guardrail (Thrie Beam)	Linear Foot	175	\$ 155.00	\$ 27,125.00
715-10.01	Vertical Drain at End Bents	Each	2	\$ 2,500.00	\$ 5,000.00
716-10.02	Laminated Neoprene Bearing Pad	Each	8	\$ 350.00	\$ 2,800.00
<b>TRAFFIC SIGNAL &amp; STRIPING ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 374,750.00</b>

**SIGNING/STRIPING ITEMS**

616-10.05	Construction Signs	Sq. Foot	350	\$ 6.00	\$ 2,100.00
616-10.10	Relocated Signs	Sq. Foot	13	\$ 8.00	\$ 104.00
616-10.25	Channelizer (Trim Line)	Each	20	\$ 18.00	\$ 360.00
616-1098A	Changeable Message Sign Without Communication Interface	Each	2	\$ 3,000.00	\$ 6,000.00
616-10.31	Type III Moveable Barricade with Light	Each	4	\$ 160.00	\$ 640.00
620-60.00C	4 in. White Waterborne Pavement Marking Paint, Type P Beads	Linear Foot	880	\$ 0.75	\$ 660.00
620-60.01C	4 in. Yellow Waterborne Pavement Marking Paint, Type P Beads	Linear Foot	880	\$ 0.75	\$ 660.00
<b>LIGHTING ITEMS</b>				<b>SUBTOTAL</b>	<b>\$ 10,524.00</b>

**ROADSIDE ITEMS**

805-10.00A	Seeding - Cool Season Mixtures	Acre	0.4	\$ 8,000.00	\$ 3,200.00
<b>PEDESTRIAN FACILITIES ITEMS</b>					

**PROJECT TOTAL**

**\$ 654,241.90**

## 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:  
DOC SARGENT ROAD BRIDGE**, Project No.: **STP-5403 (674)**  
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

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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.

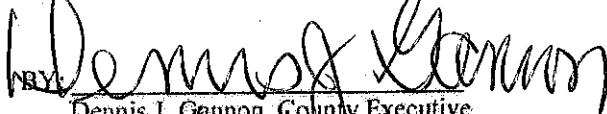
**ARTICLE 10. VENUE**

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)

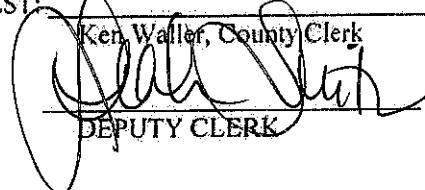
IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

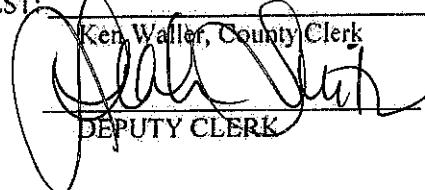
FOR: JEFFERSON COUNTY, MISSOURI

BY:   
Dennis J. Gannon, County Executive

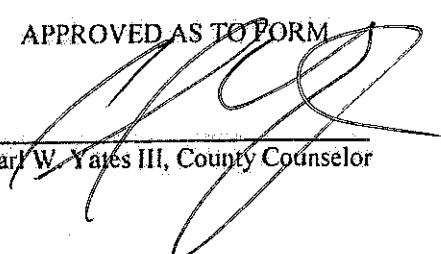
DATE: 12/22/2020

ATTEST:

  
Ken Waller, County Clerk

  
DEPUTY CLERK

APPROVED AS TO FORM

  
Carl W. Yates III, County Counselor

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: Jefferson Co, MO

BY: Gershenson Construction Date: 6-9-2020  
CONTRACTOR CO, INC

ATTEST: 

SEAL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Insurance Services LLC</b> 308 N. 21st Street Saint Louis, MO 63103 314 436-2399	CONTACT NAME: PHONE (A/C, No, Ext): 314 436-2399	FAX (A/C, No): 314 342-7170
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Travelers Property Cas. Co. of America	25674
	INSURER C: Travelers Indemnity Company	25658
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGE

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR W/WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CO6P591271	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	8106P586734	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP6P635561	05/01/2020	05/01/2021	EACH OCCURRENCE	\$8,000,000
						AGGREGATE	\$8,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>(Mandatory in NH)</small> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	<small>Y/N</small> <input checked="" type="checkbox"/>	UB6P59329A	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE  <small>E.L. EACH ACCIDENT</small>	<small>OTHE R</small>  <small>E.L. DISEASE - EA EMPLOYEE</small> <small>E.L. DISEASE - POLICY LIMIT</small>
							\$1,000,000
							\$1,000,000
							\$1,000,000
A	Contractors Equip		QT6304865N732TIL20	05/01/2020	05/01/2021	\$525,000 Leased/Rented	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Federal Project: STP-5403 (674), DOC Sargent Road Bridge Replacement.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to County of Jefferson, Missouri, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County, Missouri  
Maple Street Annex  
725 Maple Street, PO Box 100  
Hillsboro, MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Shermene C. Johnson*

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## Performance Bond

Bond No. 107257966

### CONTRACTOR:

(Name, legal status and address)

Gershenson Construction Co., Inc.  
#2 Truitt Drive  
Eureka, MO 63025

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

### OWNER:

(Name, legal status and address)

Jefferson County  
725 Maple Street, PO Box 100  
Hillsboro, MO 63050

### CONSTRUCTION CONTRACT

Date: May 26, 2020

Amount: \$654,241.90 Six Hundred Fifty Four Thousand Two  
Hundred Forty One Dollars and Ninety Cents

Description:  
(Name and location) Doc Sargent Road Bridge, Project #STP-5403(674)

This document has important  
legal consequences. Consultation  
with an attorney is encouraged  
with respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.  
This document combines two  
separate bonds, a Performance  
Bond and a Payment Bond, into  
one form. This is not a single  
combined Performance and  
Payment Bond.

### BOND

Date: June 4, 2020

(Not earlier than Construction Contract Date)

Amount: \$654,241.90 Six Hundred Fifty Four Thousand Two Hundred Forty One Dollars and Ninety Cents

Modifications to this Bond:  None See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*  
Gershenson Construction Co., Inc.

Signature:

Name *Edward Gershenson*  
and Title: *President*

(Any additional signatures appear on the last page of this Performance Bond.) Surety Phone No. 860-277-0111

### SURETY

Company: *(Corporate Seal)*  
Travelers Casualty and Surety Company of America

Signature:

Name *Taffra S. Holman*  
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY— Name, address and telephone)

### AGENT or BROKER:

USI Insurance Services LLC  
308 North 21st Street  
St. Louis, MO 63103  
314-436-2399

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:



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## PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Gershenson Construction Co., Inc.

#2 Truitt Drive Travelers Casualty and Surety Company of America,  
Eureka, MO 63025 One Tower Square, Hartford, Connecticut 06183,  
as Principal, and \_\_\_\_\_, Surety and Address

as Surety, are held and firmly bond unto Jefferson County, Missouri, hereinafter called Obligee,

in the amount of \$654,241.90, for the payment of which we jointly and severally bind ourselves,  
our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

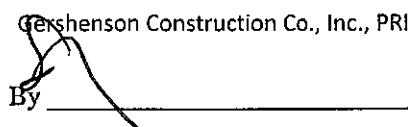
WHEREAS, the Principal has entered into a contract with Obligee for

Doc Sargent Road Bridge, Project #STP-5403 (674) \_\_\_\_\_; and  
describe briefly

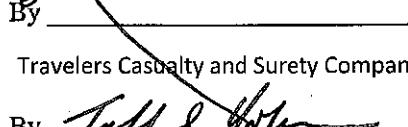
WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of  
Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay,  
or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to  
be used in, or furnishing appliances, equipment or power contributing to such work under said  
contract, then this obligation shall be void; otherwise to remain in full force and effect. The total  
amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event  
shall the undertaking hereby be construed to impose liability on the surety beyond that  
required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this 4th day of June, 2020.

  
Gershenson Construction Co., Inc., PRINCIPAL

By \_\_\_\_\_

  
Travelers Casualty and Surety Company of America, SURETY

By Taffra S. Holman

Taffra S. Holman, Attorney-in-Fact

(ACKNOWLEDGMENT FOR PRINCIPAL)

(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

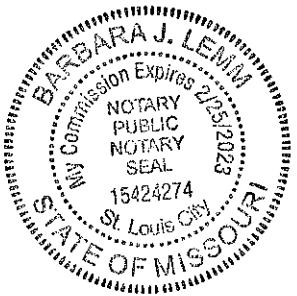
State of Missouri  
County of St. Louis City

On 10-4-2020 before me, a Notary Public, in and for said County and State, duly commissioned and sworn, personally appeared Taffra S. Holman known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and s/he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official seal, the day and year stated in the certificate above.

Barbara J. Lemm  
Barbara J. Lemm, Notary Public

My Commission Expires 02/25/2023





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, and Barbara J. Lemm**, of St. Louis, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

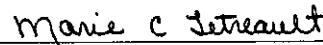
  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

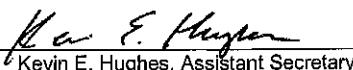
**FURTHER RESOLVED**, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of June, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**