

BILL NO.: 24-0818

ORDINANCE NO.: 24-0318

INTRODUCED BY COUNCIL MEMBER(S) Groetelce

AN ORDINANCE AWARDING THE BID FOR THE OLD LEMAY FERRY SAFETY IMPROVEMENTS PROJECT TO THE LOWEST AND BEST RESPONSIVE BIDDER AS REFLECTED IN THE RESPONSES TO A CERTAIN INVITATION FOR BID; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BID FOR THE PROJECT DESIGNATED AS OLD LEMAY FERRY SAFETY IMPROVEMENTS, STP-5461 (611) IN COUNCIL DISTRICTS: 2, 4, AND 7

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

Bid Project Name

Old Lemay Ferry Safety Improvements

Number of Bids Received

5

Date of Bid Opening

06-4-24

WHEREAS, after reviewing the bids set forth above, the County has determined that a certain bid represents the lowest and best responsive bid for the respective project and meets the bid proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bid to Above and Below Contracting LLC upon approval by the County Council and the County Executive, for an amount not to exceed \$2,473,981.12 subject to budgetary limitations. A copy of said agreement is attached hereto as Exhibit A.

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

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

BID NAME

Old Lemay Ferry Safety Improvements

TERM

Upon approval by the County Council and County Executive until completed

AMOUNT

Up to \$2,473,981.12 subject to budgetary limitations

AWARDED BIDDER

Above and Below Contracting LLC

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.

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.

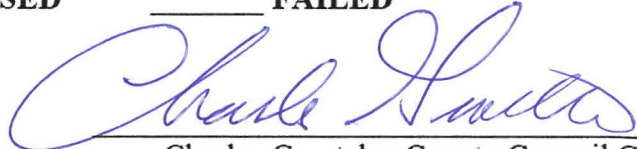
Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

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


Council Member District 1, Brian Haskins	Absent <u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>absent</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON AUGUST 12, 2024:

PASSED **FAILED**



Charles Groeteke, County Council Chair



Cherlynn Boyer, Council Executive Assistant

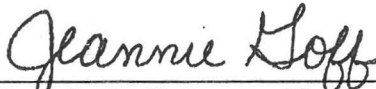
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, ON AUGUST 12, 2024.

THIS BILL WAS 15 VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, ON _____.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY: 

First Reading: 8/12/2024

AGREEMENT FORM

THIS AGREEMENT is dated as of June 4, in the year 2024 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and Above and Below Contracting LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$2,473,981.12, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Old Lemay Ferry Safety Improvements**, Project No. **STP-5461 (611)**

The work includes: Adding four foot shoulders throughout the project limits, Extensive grading, slope reinforcement and the implementation of retaining walls to accomplish this. The curve north of the intersection of East Rock Creek Rd. , Frisco Hill Rd. and Old Lemay Ferry will be realigned, and the entire project will receive an asphalt overlay. The Project Limits are from 0.4 miles south of Regency woods PL to Kneff Rd Along Old Lemay Ferry. The total project length is approximately 3,875 feet or 0.73 miles.

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 One Hundred Thirty Two (132) 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 CONTRACTOR 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 2023 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extensions of time granted through executed Change Order(s):

LIQUIDATED DAMAGES: \$ 1,225.00 or One Thousand Two Hundred Twenty-Five 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: Old Lemay Ferry Road Safety Improvements
 Federal Project #: STP-5461(611)
 Bid opening Date: June 4th, 2024
 Engineer's Estimate: \$4,195,765.00

Above and Below Contracting,
 LLC

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL	
ROADWAY ITEMS							
1	2013000	Clearing and Grubbing	4.06	AC	\$10,780.79	\$ 43,770.01	
2	2022010	Removal of Improvements	1	LS	\$11,265.76	\$ 11,265.76	
3	2031000	Class A Excavation	1000	CY	\$15.61	\$ 15,610.00	
4	2035000	Unclassified Excavation	1230	CY	\$17.17	\$ 21,119.10	
5	2035500	Embankment in Place	9680	CY	\$21.08	\$ 204,054.40	
6	2036000	Compacting Embankment	900	CY	\$14.51	\$ 13,059.00	
7	2051010	Modified Subgrade	470	SY	\$7.89	\$ 3,708.30	
8	3040504	Type 5 Aggregate for Base (4 IN. Thick, Roadway)	4676	SY	\$7.14	\$ 33,386.64	
9	3040504	Type 5 Aggregate for Base (4 IN. Thick, Entrance)	853	SY	\$7.63	\$ 6,508.39	
10	4010151	Type A3 Shoulders	2082	SY	\$47.31	\$ 98,499.42	
11	4011209	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN. Thick,	1478.6	TON	\$108.26	\$ 160,073.24	
12	4011209	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN. Thick,	49.1	TON	\$131.04	\$ 6,434.06	
13	4013000	Bituminous Pavement Mixture PG64-22, (Base) (8 IN. Thick,	787.3	TON	\$129.44	\$ 101,908.11	
14	4013000	Bituminous Pavement Mixture PG64-22, (Base) (4 IN. Thick,	98.3	TON	\$131.65	\$ 12,941.20	
15	4020520	Bituminous Pavement Mixture PG64-22, (Surface Leveling)	1305.8	TON	\$106.43	\$ 138,976.29	
16	4071005	Tack Coat	260	Gal	\$4.32	\$ 1,123.20	
17	4139905	High Friction Surface Treatment	10853	SY	\$26.40	\$ 286,519.20	
18	5021106	Concrete Pavement (6 IN. Non-Reinf)	65	SY	\$101.01	\$ 6,566.65	
19	5024008	Concrete Base (8 IN. Non-Reinf)	281	SY	\$75.81	\$ 21,302.61	
20	6042097	Adjust Water Valve	1	EA	\$903.90	\$ 903.90	
21	6042098	Adjust Water Meter	2	EA	\$2,358.80	\$ 4,717.60	
22	6061061	MGS Guardrail, 6 FT. Posts, 6 FT. - 3 IN. Spacing	550	LF	\$72.00	\$ 39,600.00	
23	6063014	Type A Crashworthy End Terminal (MASH)	2	EA	\$4,920.00	\$ 9,840.00	
24	6072010	Woven Wire Fence	44	LF	\$60.00	\$ 2,640.00	
25	6071101	Modified Concrete Gutter Type A	340	LF	\$58.77	\$ 19,981.80	
26	6071012A	Chain-Link Fence (60 IN.)	340	LF	\$54.00	\$ 18,360.00	
27	6091052	Curb and Gutter Type B	334	LF	\$59.83	\$ 19,983.22	
28	6097000	Rock Lining	575	CY	\$56.48	\$ 32,476.00	
29	6113020	Furnishing Type 2 Rock Blanket (for 2:1 slopes and greater)	6299	CY	\$37.65	\$ 237,157.35	
30	6113040	Placing Type 2 Rock Blanket (for 2:1 slopes and greater)	6299	CY	\$13.55	\$ 85,351.45	
31	6131014	Full Depth Pavement Repair Saw Cut	6866	LF	\$3.84	\$ 26,365.44	
32	6141024	Grate and Bearing Plate (5 FT. x 3 FT. or 1524 MM x 914 MM)	1	EA	\$3,219.84	\$ 3,219.84	
33	6169901	Temporary Traffic Control	1	LS	\$4,200.00	\$ 4,200.00	
34	6161005	Construction Signs	699	SF	\$8.40	\$ 5,871.60	
35	6161031	Type III Movable Barricade with Light	4	EA	\$90.00	\$ 360.00	
36	6181099	Changeable Message sign with Communication Interface,	6	EA	\$3,600.00	\$ 21,600.00	
37	6181000	Mobilization	1	LS	\$86,309.12	\$ 86,309.12	
38	6221001	Coldmilling Bituminous Pavement for Removal of Surfacing	12360	SY	\$3.23	\$ 39,922.80	
39	6240103A	Permanent Erosion Control Geotextile	10461	SY	\$2.82	\$ 29,500.02	
40	6261000A	Bituminous Shoulder Rumble Strip	73.0	STA	\$42.00	\$ 3,066.00	
41	6274000	Contractor Furnished Surveying and Staking	1	LS	\$18,000.00	\$ 18,000.00	
42	7032002	Class B Concrete (Culvert Headwall)	4.6	CY	\$1,261.41	\$ 5,802.49	
43	7061000	Reinforcing Steel (Culvert Headwall)	200	LBS	\$5.52	\$ 1,104.00	
44	7261018	18" Pipe Group A, RCP	223	LF	\$66.70	\$ 14,874.10	
45	7261024	24" Pipe Group A, RCP	46	LF	\$100.62	\$ 4,628.52	
46	7269903	19"x30" Elliptical Pipe Group A, RCP	2	LF	\$902.23	\$ 1,804.46	
47	7311053	Precast Concrete Drop Inlet 5 FT x 3 FT (Type S-3)	4	FT	\$1,507.66	\$ 6,030.64	
48	7320618A	18" Group A Flared End Section	19	EA	\$1,950.63	\$ 37,061.97	
49	7320624A	24" Group A Flared End Section	3	EA	\$2,533.36	\$ 7,600.08	
50	7329902	19"x30" Elliptical Pipe Group A, Flared End Section	1	EA	\$2,735.40	\$ 2,735.40	
51	8041000	Topsail (4 IN.)	183	CY	\$78.00	\$ 14,274.00	
52	8052000A	Seeding - Warm Season Mixtures	0.34	AC	\$20,400.00	\$ 6,936.00	
53	8061019	Silt Fence	7729	LF	\$6.00	\$ 46,374.00	
54	8064138	Type 2D Erosion Control	1064	SY	\$6.50	\$ 7,341.60	
55	8065599	SWPPP Design, Installation, Maintenance, & Removal	1	LS	\$14,702.40	\$ 14,702.40	
					Roadway Items Subtotal	\$ 2,067,520.37	Subtotal
SIGNAGE/STRIPING/SIGNALS ITEMS							
56	6206000C	4 IN. White Standard Waterborne Pavement Marking Paint, Type	8011	LF	\$0.47	\$ 3,765.17	
57	6206001C	4 IN. Yellow Standard Waterborne Pavement Marking Paint, Type	8775	LF	\$0.47	\$ 4,124.25	
58	6206125A	24 IN. Yellow Standard Waterborne Pavement Marking Paint,	29	LF	\$34.80	\$ 1,009.20	
59	9031250A	U-Channel Post, 3 LB	408	LF	\$48.00	\$ 19,584.00	
60	9035069A	SFH-Flat Sheet Fluorescent	345.5	SF	\$54.00	\$ 18,657.00	
					Signage/Striping/Signal Items Subtotal	\$ 47,139.62	Subtotal
STRUCTURAL ITEMS							
61	2061000	Class 1 Excavation	3170	CY	\$23.56	\$ 74,685.20	
62	7034009	Class B-1 Concrete (Retaining Wall)	484.3	CY	\$435.04	\$ 210,689.87	
63	7061040	Reinforcing Steel (Retaining Wall)	40600	LBS	\$1.69	\$ 68,614.00	
64	7201200	Select Granular Backfill For Structural Systems	123	CY	\$43.35	\$ 5,332.05	
					Structural Items Subtotal	\$ 359,321.12	Subtotal
Total						\$2,473,981.12	\$0.00

Notes: - Utility relocations by owner
 - Unit prices are as of date of estimate

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 Sections 32-33 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 themselves 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 they deem 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 they have 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:
Old Lemay Ferry Safety Improvements, Project No.: **STP-5461 (611)**
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 themselves, their partners, successors, assigns and legal representatives to the other party hereto, their 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 they presently have 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 their 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: _____

Jalesia F.M. Kuenzel, County Counselor

ATTEST: _____
Jeannie Goff, 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