

BILL NO.: 20-0517

ORDINANCE NO.: 20-0203

INTRODUCED BY: COUNCIL MEMBER(S) Henrichsen

1           **AN ORDINANCE AWARDING THE BID FOR THE WHITEHEAD ROAD**  
 2 **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 WHITEHEAD ROAD BRIDGE REPLACEMENT**  
 8 **BRIDGE # 26400141, STP-5403 (675) IN COUNCIL DISTRICT 6.**

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	<u>Bid Project Name</u>
12	Whitehead Road Bridge Replacement
13	<u>Number of Bids Received</u>
14	4
15	<u>Date of Bid Opening</u>
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**  
 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 \$476,649.80, 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 Whitehead Road Bridge Replacement

16 TERM

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

18 AMOUNT

19 Up to \$476,649.80 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	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

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

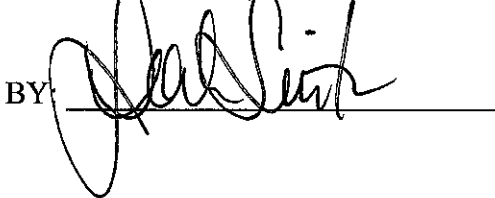
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 27<sup>th</sup> DAY OF May, 2020.

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

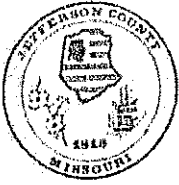
  
Dennis Gannon, County Executive

ATTEST:

  
Ken Waller, County Clerk

BY: 

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.jeffco.mo.org](http://www.jeffco.mo.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 Stinchcomb  
Facility Services Manager  
636-797-5574

Mike Cook  
Stormwater Division Manager  
636-797-6318

June 3, 2020

Gerhenson Construction Co. Inc  
Michele Hibbard  
2 Truitt Drive  
Eureka, MO. 63025

Re: Whitehead Rd Bridge Replacement

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 **\$476,649.80** 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 \$476,649.80, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **WHITEHEAD RD BRIDGE REPLACEMENT**, Project No. **STP 5403 (675)**

The proposed work includes:

The proposed work includes: The removal and replacement of the bridge structure and associated roadway approaches on Whitehead Road. The work in general will consist of removal of existing structure, new bridge abutments, new box beams, concrete deck panels, reinforced concrete decking, guardrail installation, and rock blanket installation. The project length is 260'.

### 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 Five Days ( 55 ) 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 extensions 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: WHITEHEAD ROAD BRIDGE REPLACEMENT  
 Local Project #: STP 5403 (675)  
 Bid Opening Date: May 5, 2020  
 Engineer's Estimate: \$ 446,115.30

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL
<b>Roadway Items</b>					
2013000	CLEARING AND GRUBBING	ACRE	0.30	\$ 50,440.00	\$ 15,132.00
2022010	REMOVAL OF IMPROVEMENTS	LS	1.00	\$ 3,912.00	\$ 3,912.00
2035000	UNCLASSIFIED EXCAVATION	CUYD	280.00	\$ 24.60	\$ 6,888.00
2035500	EMBANKMENT IN PLACE	CUYD	388.00	\$ 5.00	\$ 1,940.00
2038000	COMPACTING EMBANKMENT	CUYD	388.00	\$ 5.00	\$ 1,940.00
2051010	MODIFIED SUBGRADE	SOYD	20.00	\$ 60.00	\$ 1,200.00
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SOYD	683.00	\$ 6.70	\$ 4,578.10
3040514	TYPE 5 AGGREGATE FOR BASE (14" THICK) (SHOULDERS)	SY	151.00	\$ 12.00	\$ 1,812.00
4011209	BITUMINOUS PAVEMENT MIXTURE PG84-22, (BP-1)	TONS	59.90	\$ 173.00	\$ 10,362.70
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	258.00	\$ 87.00	\$ 22,446.00
4071009	TACK COAT	GAL	20.00	\$ 5.00	\$ 100.00
6062100	BRIDGE ANCHOR SECTION (CURB TYPE)	EA	4.00	\$ 2,035.00	\$ 8,140.00
6062300A	TRANSITION SECTION, 6.6 FT. POSTS	EA	4.00	\$ 415.00	\$ 1,660.00
6063014	TYPE A CRASHWORTHY END TERMINAL (MASH)	EA	4.00	\$ 2,755.00	\$ 11,020.00
6113020	FURNISHING TYPE 2 ROCK BLANKET	CUYD	592.00	\$ 33.00	\$ 19,536.00
6113040	PLACING TYPE 2 ROCK BLANKET	CUYD	592.00	\$ 16.00	\$ 9,472.00
6161005	CONSTRUCTION SIGNS	SOFT	190.00	\$ 9.00	\$ 1,710.00
6161031	TYPE III MOVEABLE BARRICADE WITH LIGHTS	EA	6.00	\$ 160.00	\$ 960.00
6161098A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CC	EA	2.00	\$ 3,000.00	\$ 6,000.00
6181000	MOBILIZATION	LS	1.00	\$ 36,500.00	\$ 36,500.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1.00	\$ 5,300.00	\$ 5,300.00
7250315A	15 IN. PIPE GROUP B	LF	30.00	\$ 61.00	\$ 1,830.00
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	0.20	\$ 12,900.00	\$ 2,580.00
8061005	ROCK DITCH CHECK	LF	5.00	\$ 50.00	\$ 250.00
8061019	SILT FENCE	LF	545.00	\$ 5.00	\$ 2,725.00
8061016	SEDIMENT REMOVAL	CUYD	20.00	\$ 1.00	\$ 20.00
8065599	SWPPP DESIGN, INSTALLATION, MAINTENANCE, & REMOVAL	LS	1.00	\$ 1,660.00	\$ 1,660.00
<b>Roadway Items</b>				<b>SUBTOTAL</b>	<b>\$ 179,871.80</b>
<b>Bridge Items</b>					
2081000	CLASS 1 EXCAVATION	CUYD	70.00	\$ 70.00	\$ 4,900.00
2180500	REMOVAL OF BRIDGES	LS	1.00	\$ 14,650.00	\$ 14,650.00
5031011A	BRIDGE APPROACH SLAB (MINOR ROAD)	SOYD	138.00	\$ 208.00	\$ 28,704.00
7021214	GALVANIZED STRUCTURAL STEEL PILES (14 IN)	LF	136.00	\$ 180.00	\$ 24,480.00
7026000	PRE-BORE FOR PILING	LF	124.00	\$ 185.00	\$ 22,940.00
7027000	PILE POINT REINFORCEMENT	EA	8.00	\$ 134.00	\$ 1,072.00
7032003	CLASS B CONCRETE (SUBSTRUCTURE)	CUYD	30.00	\$ 722.00	\$ 21,660.00
7034215	SAFETY-BARRIER CURB	LF	138.00	\$ 111.00	\$ 15,318.00
7034222	SLAB ON CONCRETE BEAM	SOYD	196.00	\$ 472.00	\$ 92,512.00
7056049	21 IN. PRESTRESSED CONCRETE SPREAD BOX BEAM	LF	209.00	\$ 298.00	\$ 62,282.00
7071000	CONDUIT SYSTEM ON STRUCTURE	LS	1.00	\$ 2,850.00	\$ 2,850.00
7151001	VERTICAL DRAIN AT END BENTS	EA	2.00	\$ 1,245.00	\$ 2,490.00
7161000	PLAIN NEOPRENE BEARING PAD	EA	8.00	\$ 390.00	\$ 3,120.00
<b>Bridge Items</b>				<b>SUBTOTAL</b>	<b>\$ 256,978.00</b>
<b>PROJECT TOTAL</b>				<b>\$</b>	<b>476,849.80</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:  
**WHITEHEAD RD BRIDGE REPLACEMENT**, Project No.: **STP 5403 (675)**  
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  
Dennis J. Gannon, County Executive

APPROVED AS TO FORM

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

DATE: 6/22/2020

ATTEST: Ken Waller  
Ken Waller, County Clerk

Debra Smith  
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  
Kristy Apprill, County Auditor

FOR: Jefferson Co. Mo

BY: Geishenson Construction Co, INC Date: 6-9-2020  
CONTRACTOR

ATTEST: Jess Geishenson

SEAL



**Performance Bond**

Bond No. 107257967

**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: \$476,649.80 Four Hundred Seventy Six Thousand Six Hundred Forty Nine Dollars and Eighty Cents

**Description:**

*(Name and location)* Whitehead Road Bridge Replacement, Project #STP-5403 (675)

**BOND**

Date: June 4, 2020

*(Not earlier than Construction Contract Date)*

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.

Amount: \$476,649.80 Four Hundred Seventy Six Thousand Six Hundred Forty Nine Dollars and Eighty Cents

Modifications to this Bond: X None See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Gershenson Construction Co., Inc.

**SURETY**

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

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

Name Edward Gershenson

and Title: President

*(Any additional signatures appear on the last page of this Performance Bond.)*

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

Name Taffra S. Holman

and Title: Attorney-in-Fact

Surety Phone No. 860-277-0111

*(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:)*



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 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.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 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.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 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**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

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

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

Name and Title:

Name and Title:

Address:

Address:



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



# PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Gershenson Construction Co., Inc.,  
Principal and Address  
#2 Truitt Drive Travelers Casualty and Surety Company of America,  
Eureka, MO 63025, as Principal, and One Tower Square, Hartford, Connecticut 06183,  
Surety and Address

as Surety, are held and firmly bond unto Jefferson County, Missouri, hereinafter called Obligee,  
in the amount of \$ 476,649.80, 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  
Whitehead Road Bridge Replacement, Project No. STP-5403 (675); 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 [Signature]

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)

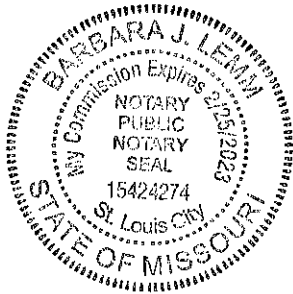
State of Missouri  
County of St. Louis City

On 6-4-2020 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*  
 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, recognizance, 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, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, 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*  
 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.**