

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

14th

day of October


20 04

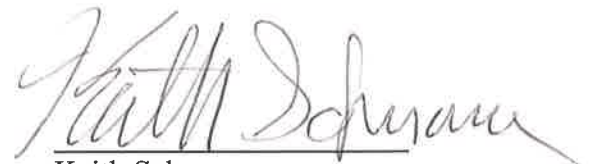
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 62-28SEP04 for the Cuppy Lane and Lost Woods Lane Projects to Bill Sullivan Excavation, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

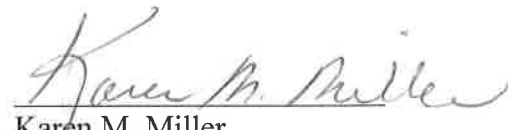
Done this 14th day of October, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

433-2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: October 8, 2004
RE: 62-28SEP04 – Cuppy Lane and Lost Woods Lane Projects

The Bid for Cuppy Lane and Lost Woods Lane Projects closed on September 30, 2004. Four bids were received. Purchasing and the Public Work's department recommend award to Bill Sullivan Excavation, Inc. for submitting the low bid.

Total cost of contract is \$39,320.00 with a 10% contingency of \$3,932.00 for a total Purchase Order amount of \$43,252.00. This contract will be paid out of department 2040 - PW Maintenance Operations, account number 71100 – Outside Services. There is a total of \$105,190.00 remaining in the Class 7 budget at the time of this reading.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Jane Morris, Public Works
David Mink, Public Works
Bid File

Bid Tabulat
62-28SEP04 - Cuppy Lane and Lost Woods Lane Projects

	Cuppy Lane Base Bid			Apac Missouri			Boone Construction			Bill Sullivan Excavation Inc.			Columbia Curb & Gutter		
	Description	Quantity	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total		
5.1.	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		
	Construction Staking	1	LS	\$2,100.00	\$ 2,100.00	\$ 870.00	\$ 870.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00		
	Traffic Control	1	LS	\$2,000.00	\$ 2,000.00	\$ 1,160.00	\$ 1,160.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
	Seed/Fertilize/Mulch	1	LS	\$1,650.00	\$ 1,650.00	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00		
	Removals	1	LS	\$5,250.00	\$ 5,250.00	\$ 900.00	\$ 900.00	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00		
	Excavation	58	CY	\$80.00	\$4,640.00	\$ 15.60	\$904.80	\$ 20.00	\$1,160.00	\$ 40.00	\$ 2,320.00	\$ 40.00	\$ 2,320.00		
	Embankment	22	CY	\$100.00	\$2,200.00	\$ 26.00	\$572.00	\$ 20.00	\$ 440.00	\$ 85.00	\$ 1,870.00	\$ 85.00	\$ 1,870.00		
	2" of 1" Surface Aggregate	40	TON	\$41.00	\$1,640.00	\$ 17.30	\$692.00	\$ 20.00	\$ 800.00	\$ 14.00	\$ 560.00	\$ 14.00	\$ 560.00		
	4" of 2½" Minus Base Rock	80	TON	\$27.00	\$2,160.00	\$ 18.80	\$1,504.00	\$ 20.00	\$ 1,600.00	\$ 13.00	\$ 1,040.00	\$ 13.00	\$ 1,040.00		
	Erosion Control Blanket	210	SY	\$4.00	\$840.00	\$ 4.00	\$840.00	\$ 10.00	\$ 2,100.00	\$ 4.20	\$ 882.00	\$ 4.20	\$ 882.00		
	Cuppy Lane Base Bid Total				\$27,480.00		\$ 12,742.80		\$ 13,600.00		\$ 19,072.00		\$ 19,072.00		
	Lost Woods Lane Base Bid														
	Mobilization	1	LS	\$10,500.00	\$10,500.00	\$ 3,900.00	\$ 3,900.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
	Construction Staking	1	LS	\$4,200.00	\$4,200.00	\$ 870.00	\$ 870.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00		
	Traffic Control	1	LS	\$2,300.00	\$2,300.00	\$ 1,160.00	\$ 1,160.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
	Seed/Fertilize/Mulch	1	LS	\$2,750.00	\$2,750.00	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00		
	Removals	1	LS	\$20,700.00	\$20,700.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
	Excavation	577	CY	\$27.00	\$15,579.00	\$ 16.00	\$ 9,232.00	\$ 10.00	\$ 5,770.00	\$ 30.00	\$ 17,310.00	\$ 30.00	\$ 17,310.00		
	2" of 1" Surface Aggregate	94	TON	\$29.00	\$2,726.00	\$ 17.00	\$ 1,598.00	\$ 15.00	\$ 1,410.00	\$ 14.00	\$ 1,316.00	\$ 14.00	\$ 1,316.00		
	4" of 2½" Minus Base Rock	46	TON	\$29.00	\$1,334.00	\$ 16.50	\$ 759.00	\$ 15.00	\$ 690.00	\$ 13.00	\$ 598.00	\$ 13.00	\$ 598.00		
	Erosion Control Blanket	410	SY	\$4.00	\$1,640.00	\$ 4.00	\$ 1,640.00	\$ 10.00	\$ 4,100.00	\$ 4.20	\$ 1,722.00	\$ 4.20	\$ 1,722.00		
	4-Strand Barded Wire Fence	375	LF	\$9.00	\$3,375.00	3.5	\$ 1,312.50	\$10.00	\$ 3,750.00	\$ 7.00	\$ 2,625.00	\$ 7.00	\$ 2,625.00		
					\$65,104.00		\$ 34,171.50		\$ 25,720.00		\$ 46,171.00		\$ 46,171.00		
					\$92,584.00		\$46,914.30		\$39,320.00		\$65,243.00		\$65,243.00		
3.1	Qualifications				Yes		Yes		Yes		Yes		Yes		
6.1	Anti-Collusion Statement				Yes		Yes		Yes		Yes		Yes		
7.1	Signature & Identity				Yes		Yes		Yes		Yes		Yes		
8.1	Bidders Acknowledgment				Yes		Yes		Yes		Yes		Yes		
	Bid Bond				Yes		Yes		Yes		Yes		Yes		
	No Bids														

CONTRACT AGREEMENT

433-2004

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Bill Sullivan Excavation, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 62-28SEP04
Cuppy Lane & Lost Woods Lane Projects
Project No. 9725
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid for the amount of \$13,600.00 for the Cuppy Lane Project and \$25,720.00 for the Lost Woods Lane Project for a contract award total of \$39,320.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
4. Statement of Bidders Qualifications
5. Instructions to Bidders
6. Bid Form
7. Anti-Collusion Statement
8. Signature and Identity of Bidder
9. Bidders Acknowledgment
10. Insurance Requirements
11. Contract Conditions
12. Contract Agreement
13. Performance Bond
14. Labor & Material Payment Bond
15. General Specifications
16. Technical Specifications
17. Special Provisions
18. Affidavit—Prevailing Wage
19. State Wage Rates
20. Boone County Standard Terms and Conditions
21. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Thirty Nine Thousand Three Hundred Twenty Dollars and No Cents (\$39,320.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 14 OCT 2004 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schnarre*
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

CONTRACTOR: **Bill Sullivan Excavation, Inc.**

By: *[Signature]*
Authorized Representative Signature

By: Susan Sullivan
Authorized Representative Printed Name

Title: V. President

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2040-71100 - \$39,320.00

Jane E. Pitchford
Signature *byse*

10/8/04
Date

Appropriation Account

NOTICE TO PROCEED

DATE: November 15, 2004

TO: Bill Sullivan Excavation, Inc.

ADDRESS: 68 Bunker Hill Road
Silex, MO 63377

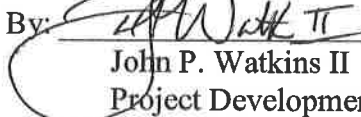
PROJECT: Bid Number 62-28 SEP 04
Cuppy Lane & Lost Woods Lane Project

You are hereby notified that the Contract Time under the above contract will commence on **November 15, 2004**. As of this date, you may start performing your obligations under the Contract Documents. In accordance with the Contract, all work shall be completed within **30 Working Days**.

All inspections for this project should be called in to the Design & Construction office at 499-1670. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of **24 hours** notice must be given before you start.

OWNER, Boone County, Missouri

By: 
John P. Watkins II
Project Development Manager

Date: 11/15/04

Cc: County Clerk ✓
County Purchasing
County Auditor
Project File
Inspection Department

433-2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

14th day of October 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Billington Family to adopt Benedict Road for litter control.

Done this 14th day of October, 2004.



Keith Schlarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY PUBLIC WORKS ADOPT-A-ROADWAY INFORMATION SHEET

434-2004

DATE October 4, 2004

Benedict Road
ROAD NAME

1 1/2 miles
TOTAL LENGTH FOR ADOPTION (MINIMUM OF ONE (1) MILE)

From Benedict Rd To Benedict Rd
STARTING POINT OF ADOPTION ENDING POINT OF ADOPTION

The Billington Family Art-Pam-Brandon-Abbey
ORGANIZATION NAME (To appear on sign)

Art Billington
CONTACT PERSON

4621 W. Red Rock Rd.
MAILING ADDRESS

Harrisburg, Mo. 65256
CITY, STATE, ZIP

1-573-874-9498
TELEPHONE NUMBER

FAX NUMBER E-MAIL ADDRESS

To Be Responsible for the Following: (Please check any that apply)

- Brush Control
- Litter Control
- Mowing of Roadside

Please return to Boone County Public Works
5551 Highway 63 South, Columbia, Missouri 65201

Or Fax to 573-875-1602