

MINUTES FOR JUNE 25, 2018
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Vice-Chairman Neal Anderson called the regular session of the Cherokee County Board of Commissioners (The Board), to order at 9:00 a.m. on Monday, June 25, 2018 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Jim Tunnell opened the meeting with prayer followed by the Pledge of Allegiance. Commissioners Pat Collins, Neal Anderson, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present. Commissioner Cory Moates was absent.

Members of the press present: Larry Hiatt and Jordan Zabel

A motion was made by Commissioner Anderson to approve the minutes of the June 18, 2018 BOCC meeting as written. The motion was seconded by Commissioner Collins. The motion carried 2-0.

Harry Shultz, owner of property on SE Oakland Ln., appeared before the Board regarding the request of Mr. Asher to deed the county owned portion of Oakland Ln. to him. He stated that his property is laid out in tracts for future development with an access road that begins where the county owned portion ends. He is concerned that if the "road" is relinquished to Mr. Asher, he would not have access to the north end of his property. He is asking that the county not deed their property to Mr. Asher. He is willing to work with Mr. Asher if there is a problem or concern with the road. The Board thanked him for his input.

Leonard Vanatta, County Road Supervisor and Louis Schreiner, County Lot Supervisor appeared before the Board on county road business. Leonard reported that the asphalt overlaying on Boone Lake Rd. is complete and they are going to Prairie Rd. next. Leonard stated that he has looked at the condition of Sportsman Pit Rd. and the last two miles is the worst. The Board asked them to check on a hazardous tree limb two blocks north of the nursing home in Lowell and a tree obstructing the view at SE 40th St. & Clem Rd.

A motion was made by Commissioner Anderson for an executive session for non-elected personnel position status with the Board, Leonard Vanatta, Louis Schreiner, and Counselor Wright for a period of five minutes. The motion was seconded by Commissioner Collins. The motion carried 2-0 at 9:30 a.m.

The meeting reconvened at 9:35 a.m.

No action was taken during the executive session.

At 10:05 a.m. Clerk Edmondson opened the one and only sealed bid that was received for the widening of 5th St. in Baxter Springs. The bid was from B&B Bridge Company, LLC out of St. Paul, Kansas. Leonard reviewed the documents submitted.

A motion was made by Commissioner Collins to have Clerk Edmondson email the bid to Schwab Eaton for review. The motion was seconded by Commissioner Anderson. The motion carried 2-0.

Raven Elmore, County Treasurer, presented an affidavit of authority for the Board to consider that would add her and Jane Ruddick to the safe deposit box at Commerce Bank and to remove the previous signers. The Board signed the affidavit.

A motion was made by Commissioner Collins to take a 15 minute recess. The motion was seconded by Commissioner Anderson. The motion carried 2-0 at 10:19 a.m.

The meeting reconvened at 10:34 a.m.

Sheriff David Groves and Deputy Justin Noel, along with Dave Corp, the Law Enforcement Liaison with the Kansas Department of Transportation appeared before the Board. Mr. Corp came to present Sheriff Groves and the Cherokee County Sheriff's Department with the AAA of Kansas Community Traffic Safety Award. He stated that this is the fifth consecutive year that they have received the platinum level award. They are the only agency in Kansas this year to receive a fifth consecutive platinum award. He recognized the department for their continued support of numerous safety programs as well as enforcement programs that have impacted the citizens of Cherokee County. Sheriff Groves thanked the Board for their continued support of the department.

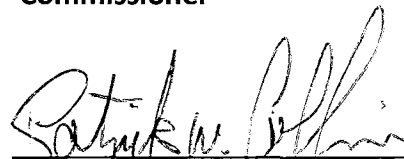
Commissioner Collins made a motion to adjourn until the next regular meeting set for Monday, July 2, 2018 at 9:00 a.m. The motion was seconded by Commissioner Anderson. The motion carried 2-0 at 11:03 a.m.

ATTEST: Resolved and ordered this 2nd day of July, 2018


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

PROPOSAL

PF-1. The following proposal is hereby submitted by B+B BRIDGE COMPANY LLC to Cherokee County, Kansas, the Owner, for the construction of the 5th Street Widening project in accordance with the plans, specifications and other contract documents prepared by Schwab-Eaton, P.A., 1125 Garden Way, Manhattan, Kansas 66502.

PF-2. The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools and services necessary for the construction of the project for the amounts stipulated in Schedule of Bid Prices, following.

PF-3. The undersigned further declares that they have carefully examined the plans and specifications and other contract documents and that they have inspected the actual location of the work together with the local conditions concerning sources of supplies and working environment and understands that in signing this proposal they waive all right to plead any misunderstanding regarding the same.

PF-4. The bid deposit attached in the form of a certified check or satisfactory bid bond for five percent of the total bid made payable to the County Treasurer is furnished to the Owner as a guarantee that the agreement will be executed and a performance bond and statutory bond furnished within ten days after notice of award of the contract to the undersigned bidder. Should the bidder neglect or refuse to enter into contract and to furnish bonds acceptable to the Owner, the bid deposit shall be forfeited and become the property of the Owner.

PF-5. The undersigned agrees to execute the form of agreement included as one of the contract documents and to furnish a performance bond and statutory bond each equal in amount to 100 percent of the bid price within ten days after notice of the award of the contract and to begin work on or within ten calendar days of the date stated in the work order.

PF-6. The undersigned hereby acknowledges receipt of the following addenda:

Addendum No.	Dated
<u>NONE</u>	_____
_____	_____
_____	_____

PF-7. The undersigned hereby proposes and agrees to enter into a contract in accordance with the conditions stipulated in paragraph IB-4 herein.

PF-8. The undersigned agrees, if this proposal is accepted, to complete all the work included in his bid within 100 calendar days for the Project from the date of the Notice to Proceed with which the work is issued. An early start date of July 9, 2018 and a late start date of no later than July 23, 2018 providing that all mainline work is open to unrestricted traffic prior to October 30, 2018.

PF-9. The Bidder further agrees to pay as liquidated damages, the sum of \$800 for each consecutive calendar day thereafter the completion date that the work is not complete.

PF-10. The undersigned understands that the Owner reserves the right to reject any and all proposals, or to waive any informality or technicality in any proposal that is not in the best interest of the Owner.

PF-11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 10 calendar days after the scheduled closing time for receiving bids.

PF-12. The undersigned further declares that they are the only person interested in this proposal, that it is made without any connection with any person or persons making another bid for this project, that the bid is in all respects fair and without collusion, fraud or misrepresentation.

PF-13. **REQUIRED CONTRACT PROVISIONS:** The current versions of the following Required Contract Provisions (I-IV) require the Contractor to furnish information. The Contractor shall complete and submit with its proposal these provisions. The County of Cherokee will reject proposals that fail to contain completed Required Contract Provision I and may reject proposals that fail to contain completed Required Contract Provision IV.

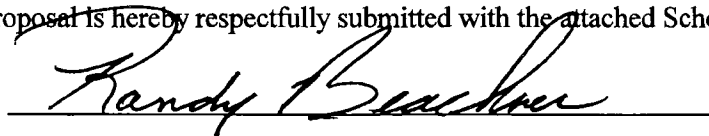
I. 08-10-66-R05(LPA) Certification-Noncollusion & History of Debarment

IV. 01-01-11(LPA) Tax Clearance Certificate

PF-14. **CERTIFICATION:**

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON 05/25/2018 (DATE).

PF-15. This proposal is hereby respectfully submitted with the attached Schedule of Bid Prices by:



By

MANAGING MEMBER

Title

P.O. BOX 38

Address

ST. PAUL, KS 66671

SCHEDULE OF BID PRICES
 CHEROKEE COUNTY, KANSAS
 5TH STREET WIDENING PROJECT
 BAXTER SPRINGS, KS

ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL
BASE BID				
Contractor Construction Staking	1	LS	16,965.00	16,965.00
Field Office & Laboratory (Type C)	1	EACH	2,500.00	2,500.00
Foundation Stabilization (Set Price)	1	CUYD	\$43.89	43.89
Mobilization	1	LS	74,415.00	74,415.00
Removal of Existing Structures	1	LS	1,500.00	1,500.00
Clearing & Grubbing	1	LS	10,000.00	10,000.00
Water (Grading)(Set)	1	MGAL	\$35.00	35.00
Salvaged Topsoil	3,590	SQYD	4.00	14,360.00
Cross Road Pipe (18") (RCP)	4	LNFT	57.00	228.00
End Section (18")(RC)	1	EACH	600.00	600.00
End Section (24")(RC)	1	EACH	800.00	800.00
End Section (5.0 SQFT)(RCHE)	1	EACH	1,500.00	1,500.00
Adjustment of Manhole	2	EACH	1,000.00	2,000.00
Adjustment of Meter Box (Water)	1	EACH	500.00	500.00
Inlet (Type 22 Curb)	6	EACH	4,000.00	24,000.00
Curb and Gutter, Combined (AE)	1,522	LNFT	35.00	53,270.00
Storm Sewer (24") (RCP)	580	LNFT	80.00	46,400.00
Storm Sewer (5.0 SQFT) (RCPHE)	1,174	LNFT	110.00	129,140.00
Temporary Surfacing Material (Aggregate)(Set Price)	1	CUYD	\$35.00	35.00

SCHEDULE OF BID PRICES
 CHEROKEE COUNTY, KANSAS
 5TH STREET WIDENING PROJECT
 BAXTER SPRINGS, KS

ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL
Concrete Pavement (8" Uniform) (AE)	490	SQYD	135.90	66,248.00
HMA Commercial Grade (Class A) (8")	1,740	TON	66.00	114,840.00
Temporary Surfacing Material (HMA)(Set)	1	CUYD	\$125.00	125.00
Water (Aggregate Base) (Set Price)	1	MGAL	\$35.00	35.00
Temporary Fertilizer (15-30-15)	60	LBS	8.00	480.00
Temporary Seed (Canada Wildrye)	8	LBS	10.00	80.00
Temporary Seed (Grain Oats)	18	LBS	10.00	180.00
Temporary Seed (Sterile Wheatgrass)	18	LBS	10.00	180.00
Soil Erosion Mix	44	LBS	25.00	1,100.00
Erosion Control (Class 1, Type C)	1,947	SQYD	3.50	6,814.50
Sediment Removal (Set Price)	1	CUYD	\$35.00	35.00
Temporary Berm (Set Price)	1	LNFT	\$1.00	1.00
Silt Fence	1,000	LNFT	5.00	5,000.00
SWPPP Design	1	LS	1,500.00	1,500.00
SWPPP Inspection	14	EACH	200.00	2,800.00
Water Pollution Control Manager	14	EACH	400.00	5,600.00
Mulch Tacking Slurry	360	LBS	1.00	360.00
Mulching	1	TON	2,000.00	2,000.00
Water (Erosion Control) (Set Price)	1	MGAL	\$35.00	35.00
Fertilizer (13-13-13)	80	LBS	5.00	400.00
Blue Grama Grass Seed (Lovington)	1	LBS	15.00	15.00

SCHEDULE OF BID PRICES
 CHEROKEE COUNTY, KANSAS
 5TH STREET WIDENING PROJECT
 BAXTER SPRINGS, KS

ITEM	EST QTY	UNIT	UNIT PRICE	TOTAL
Buffalograss Seed (Treated)	2	LBS	10.00	20.00
Perennial Ryegrass	18	LBS	2.00	36.00
Prairie Junegrass	1	LBS	30.00	30.00
Side Oats Grama Grass Seed (El Reno)	3	LBS	10.00	30.00
Tall Fescue (Endophyte Free)	18	LBS	2.00	36.00
Western Wheatgrass Seed (Barton)	2	LBS	7.00	14.00
Pavement Marking (Multi-Component)(White)(6")	3,222	LNFT	1.20	3,866.40
Pavement Marking (Multi-Component)(Yellow)(4")	3,860	LNFT	0.80	3,088.00
Pvmt Marking Symbol (Intersect.Gr.)(White)(Rt. Arrow)	6	EACH	200.00	1,200.00
Traffic Control	1	LS	22,500.00	22,500.00
Total Base Bid				616,940.79

ALTERNATE 1				
Common Excavation	2,220	CUYD	20.00	44,400.00
Compaction of Earthwork (Type B)(MR-90)	952	CUYD	3.00	2,856.00
Rock Excavation	52	CUYD	30.00	1,560.00
Aggregate Base (AB-3) (18")	4,854	SQYD	22.00	106,788.00
Geosynthetic Reinforcement (for base)	4,854	SQYD	2.00	9,708.00
Total Alternate #1				165,312.00

ALTERNATE 2				
Common Excavation	2,982	CUYD	20.00	59,640.00
Compaction of Earthwork (Type B)(MR-90)	824	CUYD	3.00	2,472.00
Rock Excavation	52	CUYD	30.00	1,560.00
Aggregate Base (AB-3) (24")	4,854	SQYD	28.00	135,912.00
Total Alternate #2			199,584.00	

Total Base Bid plus Alternate 1	782,252.79
Total Base Bid plus Alternate 2	816,524.79

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT
K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:

NONE

REQUIRED CONTRACT PROVISION
TAX CLEARANCE CERTIFICATE

(1) Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue (KDOR) at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Contractor's Proposal will be rejected as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

(2) To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at <http://www.ksrevenue.org/taxclearance.htm>. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate which includes the "Tax Clearance Confirmation Number". Decisions on on-line applications are generally available the following business day.

If the Contractor possesses a current Tax Clearance Certificate at the time of the letting, provide the following information:

1. Tax Clearance Confirmation Number: C2D3-H63A-NUB53 and
2. Contractor's FEIN number: 45-0899822

(3) If the Contractor does not have the information in section 2 at the time of the letting, the Contractor shall submit a copy of the Tax Clearance Certificate to the Local Public Authority (LPA) by hand delivery, mail, or fax before the award of contract so it can be forwarded to KDOT. Before authorizing the LPA to award a contract, KDOT will authenticate the Certificate through the Confirmation Number inserted in section 2 on this Required Contract Provision or contained on the Certificate submitted after the letting.

(4) If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

(5) Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

(6) Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the LPA approves them for subcontract work. The Contractor shall submit to the LPA the Subcontractor's Tax Clearance Certificate, so the LPA can authenticate their Tax Clearance Confirmation Number.

01/11

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we B & B Bridge Company, LLC, PO Box 38, Saint Paul, KS 66771
as Principal, hereinafter called the Principal, and Western Surety Company, 333 S. Wabash Avenue, Chicago, IL 60604
a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are
held and firmly bound unto Cherokee County, Kansas, 110 W. Maple, Columbus, KS 66725 as Obligee, hereinafter
called the Obligee, in the sum of Five Percent of Amount Bid Dollars
(\$ ***5%***), for the payment of which sum well and truly to be made, the said Principal and
the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents. Whereas, the Principal has submitted a bid for 5th Street Widening Project, Baxter Springs, KS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in the said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of June, 2018.

Andy Beachner
Witness (ANDY BEACHNER)

B & B Bridge Company, LLC
Randy Beachner
Principal RANDY BEACHNER

Seal

Carolyn J. Johnson
Witness Carolyn J. Johnson

MANAGING MEMBER
Title
Western Surety Company
Kelly E. Kimmel
Surety Kelly E. Kimmel, Attorney-in-Fact

Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

S Mark Wilkerson, Debra L Walz, Morgan Dewey, Monica F Donatelli, Carolyn J Johnson, Larissa Smith, Kelly E Kimmel, Individually

of Overland Park, KS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of May, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of May, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of June, 2018.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.