

From: [Jesse Stephens](#)
To: [Drew Perkins](#)
Subject: RFP #09-2025; Rocheport Lift Station - Approval of Contract - Item J)(1)
Date: Sunday, December 14, 2025 4:13:20 PM
Attachments: [Rocheport LS Agreement Sublett Excavating.pdf](#)
[Outlook-q1dxyrch.png](#)

Dear Board of Trustees,

At the November meeting you authorized me to issue a Notice of Award to Sublett excavating for this project. Attached is the subsequent contract for this project which is required to be executed before the end of the calendar year in order to secure the ARPA grant funding associated with the project.

I'm seeking a motion to allow the executive director to execute the attached agreement with Sublett Excavating for RFP #09-2025.



Jesse Stephens, PE - Executive Director
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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Boone County Regional Sewer District ("Owner") and Sublett Trucking & Excavating ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Scope of Work includes complete removal and replacement of the wet well and valve vault piping, fittings and lift station accessories; removal of the wet well top and attachment of a pre-cast wet well extension; construction of a platform and accessories and work described in the Project Manual, or reasonably inferable therefrom.

ARTICLE 3 - ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Cochran.

3.02 The Owner has retained Cochran ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

4.01A All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times:*

4.02A The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 15, 2026**.

4.03 *Liquidated Damages*

4.03A Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

4.03b Substantial Completion: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.03C Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

5.02 For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$10,000.00	\$10,000.00
2	Pre-Cast Wet Well Riser	LS	1	\$38,704.11	\$38,704.11
3	Lift Station Platform	LS	1	\$64,500.00	\$64,500.00
4	Lift Station Mechanical Rehabilitation	LS	1	\$45,992.82	\$45,992.82
5	8-Foot-Tall Wood Fence	LF	57	\$80.00	\$4,560.00
6	Finish Grading and Seeding	LS	1	\$2,000.00	\$2,000.00
Total Base Bid:					\$165,756.93

Bid Addition No. 1 amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Wet Well Epoxy Coating	LS	1	\$24,875.00	\$24,875.00
Total Bid Addition No. 1:					\$24,875.00

Bid Addition No. 2 amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Pump & Base Elbow Replacement	LS	1	\$27,648.00	\$27,648.00
Total Bid Addition No. 2:					\$27,648.00

Bid Addition No. 3 amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bypass Pumping	LS	1	\$10,150.00	\$10,150.00
Total Bid Addition No. 3:					\$10,150.00

5.03 The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

5.04 Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$228,429.93.**

For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

6.01A Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

6.02A Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

90 percent of Work completed (with the balance being retainage)

If the Work has been 75 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage

100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.02B Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

6.03A Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of **5** percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

8.01A Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

8.01B Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

8.01C Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

8.01D Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

8.01E Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

8.01F Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- 8.01G Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 8.01H Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.01I The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.01J Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- 9.01A The Contract Documents consist of the following:

- This Agreement (pages 1 to 7, inclusive).
 - Performance bond (pages PEB-1 to PEB-3, inclusive).
 - Payment bond (pages PAB-1 to PAB-3, inclusive).
 - General Conditions (pages 1 to 67, inclusive).
 - Supplementary Conditions (pages 1 to 15, inclusive).
 - Specifications as listed in the table of contents of the Project Manual.
 - Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: Lift Station Upgrades Trailside Lift Station Boone County Regional Sewer District
 - Addenda (numbers 1 to 2, inclusive).

Exhibits to this Agreement (enumerated as follows):

- Contractor's Bid (pages 1 to 42, inclusive).

The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- Notice of Award
 - Acceptance of Award
 - Notice to Proceed.
 - Work Change Directives.
 - Change Orders.

- 9.02B The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- 9.02C There are no Contract Documents other than those listed above in this Article 9.

9.02D The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

10.01A Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

10.02A Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 *Successors and Assigns*

10.03A Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

10.04A Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

10.05A Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

10.06A Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Boone County Regional Sewer District

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

1314 N. 7th Street

Columbia, MO 65201

CONTRACTOR:

Sublett Trucking & Excavating

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

23800 N. Route T

Clark, MO 65243

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.