

19257

Jackson County Missouri Invitation to Bid No. 54-16

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A TERM AND SUPPLY CONTRACT for the furnishing of CRUSHED ROCK for use by the Public Works & Parks + Rec Departments.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 36 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials RCR. Minimum order, if applicable \$ 500.00

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: AA Quarry LLC PHONE NO: 816-566-2300
ADDRESS: 2201 North 7 Hwy, Suite B, Pleasant Hill, MO 64080 FAX NO: 816-540-4444
NAME OF AUTHORIZED AGENT (print or type): Robert C. Radmacher DATE: August 12, 2016
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Member
EMAIL ADDRESS OF AUTHORIZED AGENT: radin@radbroex.com
FEDERAL ID NO: 46-0556676 and/or SOCIAL SECURITY NO:
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): MINORITY BUSINESS ENTERPRISE (MBE):
WOMAN OWNED (WBE):

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: 9/27/2016



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

C.O.K.
10/6/16

September 27, 2016

AA Quarry, LLC
Attn: Robert Radmacher
2201 North 7 Hwy, STE B
Pleasant Hill, MO 64080

Dear Mr. Radmacher:

Please consider this letter as Contract Award Notification for a Twenty-Four (24) Month Term & Supply Contract for the furnishing of **CRUSHED ROCK** for the use by **Various County Department** as detailed below:

Bid No: **54-16**
Commodity: **Crushed Rock**
Resolution No: **19257**
Contract Award Amount: **\$386,000.00**
Contract Term: **September 28, 2016 to September 27, 2018**
Jackson County Point of Contact: **Jessica Johnson, 816-881-3465, jmjohnson@jacksongov.org**
AA Quarry Point of Contact: **Tina Akin, 816-566-2300, takin@radbroex.com**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

CERTIFICATE OF INSURANCE

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI



Q. Troy Thomas
Director of Finance and Purchasing