### IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$24,800.00 within the 2011 Special Road and Bridge Fund and awarding a contract for the furnishing of a chip spreader for use by the Public Works Department to G.W. Van Keppel Company of Kansas City, KS, under the terms and conditions of Missouri Department of Transportation Contract No. 3-091112, an existing government contract, at an actual cost to the County not to exceed \$242,963.00.

### **RESOLUTION #17642**, August 1, 2011

**INTRODUCED BY** Bob Spence, County Legislator

WHEREAS, the existing chip spreader used by the Road and Bridge Division of the Public Works Department is no longer functional, is not repairable, and must be replaced in order to complete this year's road program; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for the furnishing of replacement equipment to G.W. Van Keppel Company of Kansas City, KS, under the terms and conditions of the Missouri Department of Transportation Contract No. 3-091112, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, <u>Jackson County</u> <u>Code</u>, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; and,

WHEREAS, a transfer is necessary to place the required funds in the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2011 Special Road and Bridge Fund:

DEPARTMENT/DIVISION	CHARACTER/DESCRIPTION	FROM	<u>TO</u>
Special Road & Bridge Fund Special Projects 004-1507 004-1507	58040 - Road 58110 - Heavy Machinery & Equ	\$24,800 uip.	\$24,800
and,			

BE IT FURTHER RESOLVED that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FOR	M:	Λ
Chief Deputy County Cou	Munselor	County Counselor
Certificate of Passage		
I hereby certify the 2011, was duly passed of County Legislature. The	1	resolution, Resolution #17642 of August 1, 2011 by the Jackson were as follows:
Yeas	8	Nays
Abstaining _	0	Absent/
8.9.11 Date		Mary Jo Spino, Clerk of Legislature
Funds sufficient for this tra	ansfer are avail	able from the source indicated below.
ACCOUNT NUMBER:	004 1507	58040
ACCOUNT TITLE:	Special Road Special Project Road	& Bridge Fund cts
NOT TO EXCEED:	\$24,800.00	

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER:

004 1507 58110

**ACCOUNT TITLE** 

Special Road & Bridge Fund

**Special Projects** 

Heavy Machinery & Equipment

NOT TO EXCEED:

\$242,963.00

Director of Finance and Purchasing

### REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ora No.:

17642

Sponsor(s):
Date:

Bob Spence August 1, 2011

SUBJECT Action Requested Resolution ☐ Ordinance Project/Title: Transferring \$24,800.00 within the Public Works' budget and authorizing the purchase of One Etnyre Chipspreader from G. W. Van Keppel Company of Kansas City, KS, in the amount of \$242,963.00, under the Terms and Conditions of the MoDOT Contract No. 3-091112, an existing government contract. BUDGET \$242,963.00 Amount authorized by this legislation this fiscal year: INFORMATION Amount previously authorized this fiscal year: To be completed \$242,963.00 Total amount authorized after this legislative action: By Requesting \$242,963.00 Department and Amount budgeted for this item \* (including transfers): Source of funding (name of fund) and account code number; Finance Road & Bridge Fund, Public Works-Special Projects, Heavy Equipment 004-1507-58110, \$218,163.00 TRANSFER FROM ACCT: TRANSFER FROM ACCT: Road & Bridge Fund, Public Works-Special Projects, Roads 004-1507-58040, \$24,800.00 TO ACCT: TO ACCOUNT: 004-1507-58110 Road & Bridge Fund, Public Works-Special Projects, Heavy Equipment TOTAL: 004-1507-58110, \$242,963.00 \* If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: No budget impact (no fiscal note required) Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Estimated Use: \$ Department: Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A PRIOR Prior ordinances and (date): N/A **LEGISLATION** Prior resolutions and (date): N/A CONTACT RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465 INFORMATION REOUEST The Road & Bridge Division of the Public Works Department is requesting the purchase of a Chipspreader from **SUMMARY** G.W. Van Keppel under a MoDOT Contract in order to complete the road program. The current chipspreader has been in the shop for over two months and is not repairable. This equipment is not available to rent, so in order to complete this year's road program, Road & Bridge needs to purchase this equipment.

	Pursuant to Section 1030.4 of the Jackson County Code 1984, the Director of Purchas recommends the award of One Etnyre Chipspreader for use by the Road & Bridge Di Department to G. W. Van Keppel Company of Kansas City, KS, in the amount of \$24 and Conditions set for in the following existing government contract:	ivision of the Public Works	
		ct Number	
	G. W. Van Keppel Company MoDO	OT ct Number 3-091112	
	Kansas City, Kansas Contra	ct Number 3-091112	
	The Director of Finance and Purchasing also requests the transfer of \$24,800.00 within as follows:	n the Public Works' budget	
	From Account:		
	\$24,800.00 004-1507-58040 Road & Bridge Fund, Public Works-Special Projects, Roads		
	To Account:		
·	004-1507-58110 Road & Bridge Fund, Public Works-Special Projects, Heavy Equipr	ment	
CLEARANCE	Tax Clearance Completed (Purchasing & Department)		
	☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's County Au	Office	
ATTACHMENTS	Purchase and Transfer Request from Ms. Kaye Merkle of the Road & Bridge Division		
	Department, Quotation from G. W. Van Keppel Co., RE321158089405, and MoDOT	Contract No. 3-091112.	
REVIEW	Que Po	Date:07/26/2011	
	Department Director:		
	Finance (Budget Approval):	Date	
	If applicable Aktor at Aball	Date: 7-27-11	
_	Division Manager:	Date: 7/27/11	
	County Counselor's Office:	Date:	
		<u> </u>	

### This expenditure was included in the annual budget. Funds for this were encumbered from the \_\_\_\_\_\_ Fund in \_\_\_\_. 区 There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash-balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funds sufficient for this expenditure will be/were appropriated by Ordinance # Funds sufficient for this appropriation are available from the source indicated below. Account Title: Account Number: Amount Not to Exceed: This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Information (to be verified by Budget Office in Finance Department)

### Fiscal Note: Jackson County, Missouri

Funds sufficient for this transfer are available from the sources indicated below.

Date:	July 27, 2011	C#		RES# 176	42
Depart	ment / Division	Character/Description	From		То
Road and Bri	dge - 004				
1507 - Specia	l Projects	58040 - Road	24,800.00		
		58110 - Heavy Machinery & Equip			24,800.00
	· 				
		Fiscal Note:			
	This expend	iture was included in the Annual Bu	udget.		
		PC#			
Date:	July 27, 2011			ORD/RES#	
Depart	ment / Division	Character/Description			Not to Exceed
Road and Brid	dge - 004				
1507 - Special	Projects	58110 - Heavy Machinery & Equip			242,963.00
	<u></u>				
			<del></del>		
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### THE G. W. VAN KEPPEL COMPANY

1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800 P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4815

### 07/22/11

Jackson County Attn: Kaye Merkle 34900 E Old U.S. 40 Highway PO Box 160 Grain Valley, MO 64029

Dear Kaye,

It is our pleasure to provide you with this quote for a new Etnyre Chipspreader to the specifications you requested off of the MODOT contract # 3-091112: .

### CHIPSPREADER CHIP4VN ELECTRIC VIBRATORS FOR VARIABLE HOPPER . . . INCLUDES (1) FOR EACH SIDE RECEIVING HOPPER ...... INCLUDES HYDRAULIC FOLDING WINGS **DUAL SIDE OPERATOR STATION** ...... POWER SHIFT CONSOLE SEAT ASSEMBLY APPLICATION RATE COMPUTER ...... FOR AUTOMATIC RATE/SPEED CONTROL CONVEYOR FLASHING ...... FULL LENGTH TRUCK HITCH ....... SELF-LOCKING "RAILROAD" TYPE W/ ELECHYD HEIGHT **CONTROL & RELEASE** WARNING SYSTEM ..... ENGINE (TEMP, OIL PRESS, FUEL) /HYDRAULIC OIL (TEMP) LIGHT PACKAGE ..... HEADLIGHTS, STOP AND TAIL LIGHTS, TURN SIGNALS STROBE LIGHT ...... MOUNTED ON ADJUSTABLE HEIGHT STAND HORN..... ELECTRIC TACHOMETER ..... ELECTRIC HOURMETER ..... ELECTRIC PAINT ..... HIGHWAY YELLOW

5427 West Bethany Road, GMF N. Little Rock, AR 72117 (501) 945-4594 fax: (501) 945-0959 2218 Industrial Park Road, Van Buren, AR 72956 (479) 474-5281 fax: (479) 474-6048 4250 E. Commerce Drive, Garden City, KS 67846 (620) 272-0535 fax: (620) 272-0543 1449 Genessee, Kansas City, MO 64102 (816) 921-4040 fax: (816) 921-4038 3914 W. Irving, Wichita, KS 67213 (316) 945-6556 fax: (316) 945-6592 1580 Old Hwy. 40 E., Columbia, MO 65202 (573) 474-0182 fax: (573) 474-8915 6455 W. Independence Dr., Springfield, MO 65802 (417) 865-3550 fax: (417) 865-1044 11475 Page Service Dr., St. Louis, MO 63146 (314) 872-8440 fax: (314) 993-6402 8233 West Reno, Oklahoma City, OK 73127 (405) 495-0606 fax: (405) 495-9393 1876 North 105<sup>th</sup> East Ave., Tulsa, OK 74116 (918) 836-8851 fax: (918) 834-1659

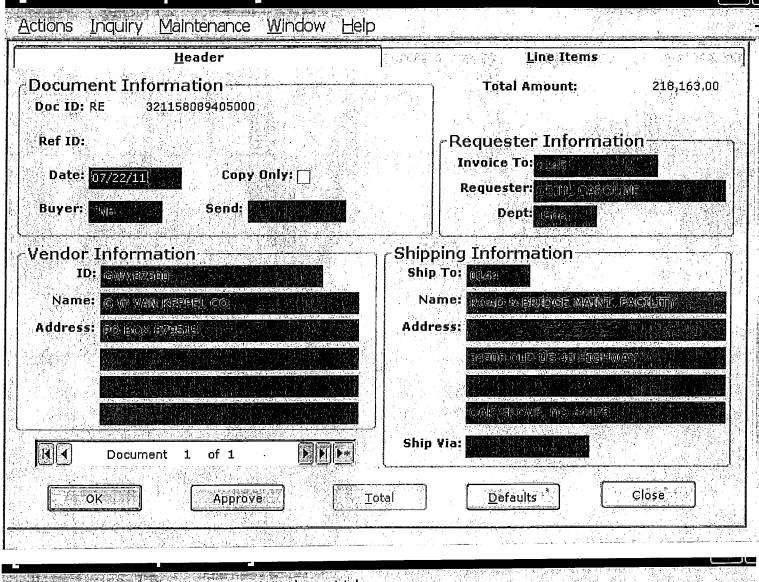
Base Machine Price: \$228,413.00
12' x 24' Hopper Option: \$4,500.00
Vibrators Option: \$3,250.00
12 month warranty included in base price, begins with delivery
24 month warranty option, to start 12 months after delivery: \$6,800.00

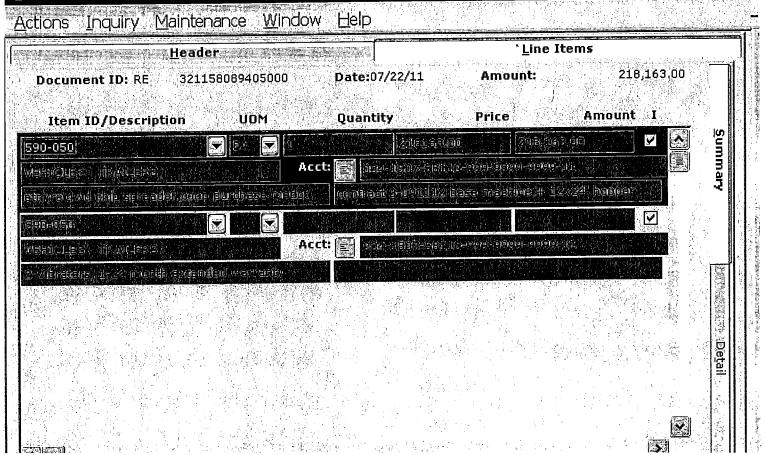
Total Price: \$228,413.00

Delivery is mid-August.

Thanks,

Ryan Cole Equipment Sales The G.W. Van Keppel Co. 913-901-7467





### Missouri Department of Transportation



105 West Capitol Avenue P.O. Box 270 Jefferson City, MO 65102 (573) 751-2551 Fax (573) 751-6555 www.modot.org

November 26, 2010

Bidders on Bid Request 3-091112 - Chipspreaders

The Missouri Department of Transportation wishes to offer to you, a one-year extension to the above-referenced contract, as allowed in the original bid. This extension will be in place through November 30, 2011.

If you are willing to extend your pricing for that duration and agree to all other terms of the original bid, please forward a letter, on your company letterhead, indicating your intentions to the address below by December 10, 2010. Please include in this letter any changes in models or pricing related to the equipment you originally bid. This letter may be faxed to 573-526-1218 or emailed to me at <a href="warren.blanchard@modot.mo.gov">warren.blanchard@modot.mo.gov</a>. Failure to reply to this letter will remove your company from this, and any future extension on this contract.

We look forward to continuing to work with you during this contract extension. If you have any questions about this offer, please feel free to contact me at 573-526-2529.

Sincerely;

Warren Blanchard Senior Specialist CGO Form: GS01A Approved: 2/93 (TLP) Revised: 8/10 (AR)

Modified:

### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FLEET CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission, (hereinafter, "Commission"), and G.W. Van Keppel (hereinafter, "Confractor")

### WITNESSETH

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows

- (1) CONSIDERATION Consideration for this Agreement shall be the acceptance of the Contractor's bid and the award of this contract to the Contractor by the Commission
- (2) <u>CONTRACTOR'S DUTIES</u> The Contractor shall furnish, at the Contractor's expense chipspreader equipment as set out in the Contractor's response to the Bid 3-091112 Chipspreaders (hereinafter, 'Bid') which is attached to this document and incorporated into this Agreement. The Contractor shall supply those items designated in the Bid for which the Contractor's response to the Bid has been accepted which are incorporated into this Agreement. The Contractor shall comply with all provisions of the Bid and the specifications which are attached to this Agreement, and incorporated herein
- (3) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local state and federal laws and regulations relating to the performance of this Agreement.
- (4) PAYMENT: The Commission agrees to pay the Contractor in a manner and in the amounts provided in the bid and specifications. Payments will be made within thirty (30) days after the equipment has been delivered.
- (5) AMENDMENT Any change in the Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Contractor and Commission.
- (6) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission
- (7) BANKRUPTCY Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

- (8) <u>CANCELLATION</u> The Commission may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- (9) AUDIT OF RECORDS: Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.
- (10) <u>VENUE</u>. 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 respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (11) <u>CONTRACT PERIOD</u>: This contract extension period is from February 25. 2011 to November 31, 2011
- (12) RENEWAL INFORMATION. The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for 2 one-year periods, or any portion thereof. In the event that the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment signed, and approved by the duly authorized representative of the Contractor and the Commission.
- (13) EXECUTIVE ORDER. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt. Governor of Missouri, on the sixth (6th) day of March 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- (A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
- (B) In the event the Contractor fails to comply with the provisions of the Executive Order 07:13, or in the event the Commission has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation termination or suspension in whole or in part or both.

(14) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this agreement on the date last written below

Executed by the Contractor this

77th day of Mnec H 2011

Executed by the Commission this  $-1\,\omega$  day of -M

MISSOURLHIGHWAYS AND TRANSPORTATION COMMISSION

Title

Chief Engineer

Altest

Approved Ay to Form

THE G.W. VAN KEPPEL COMPANY

Title EXECUTIVE VICE PRESIDENT

Altest

Litte

(CORPORATE SEAL)



## Missouri Department of Transportation Bid Tabulation of Request 3-091112 Chipspreaders Opened on 11/12/2009

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		G. W. Van Keppel Company	H. M. Diazier Egolpmen (200	

## VENDOR INFORMATION

G W Van Keppel Company	Sensi	Kanses Ory KS 6:10	912.281-4800 8.5.3868.62.305.00.00	
7 W 9	Steve Owens	Xar5.88		
Name	Contact name:	Address Line	Telephone #	
	U 5	. ~	- 1	<u>.</u>



# Missouri Department of Transportation Bid Tabulation of Request 3-091112 Chipspreaders Opened on 11/12/2009

em#2_Lease	Price S Per Month				
Vendor	Make/Model	12 Month	24 Wonth	36 Month	AS.
s. W. Van Keppel Company	Etnyre 4wd	\$10,250.00	\$9,250.00	\$8,250.00	Contact
End of Lease Purchase Price		\$129,450.00	\$72,500,00	\$50(250)30	
т. М. Dinzter Equipment Co. The Victor L. Phillips Co.	No Bid				

Bold Denotes Awarded Bid



## Missouri Department of Transportation Bid Tabulation of Request 3-091112 Chipspreaders Opened on 11/12/2009

## Vendor Recommended Options:

		(deduct) (deduct) (deduct)
Price	\$5.375.00 \$4,500.00 \$3,250.00	6.5 6.45 6.45 6.45 6.45 6.45 6.05 6.05 6.05 6.05 6.05 6.05 6.05 6.0
Option	11' x 22' Hopper 12' x 24' Hopper Viorators	4wd with 12" Fixed Hopper 4wd with 13" Fixed Hopper 4wd with 14" Fixed Hopper Vibrator for Fixed Hopper
Vendor	G.W. Van Keppel Company	4w 4w 4w

Warranty Information.
12 month warranty included in base price, begins with delivery.
24 month warranty to start 12 months after delivery. 55,800,00

### **Teddy Ballard**

From:

Kaye Merkle

Sent:

Monday, July 25, 2011 9:00 AM

To:

**Teddy Ballard** 

Subject: Request to purchase chip spreader

Ms. Teddy,

I am requesting to purchase 1 Etnyre 4WD chip spreader. This purchase will be from the MoDOT cooperative bid 3-091112. The vendor for this purchase is G.W. Van Keppel Company, 1801 N. 9<sup>th</sup> Street, Kansas City, KS 66101. The base price is \$228,413.00 Option #1, as listed on the bid and to include Options Item #3 12' x 24' Hopper \$4,500, Vibrators \$3,250 and an extended 24 month warranty \$6,800, for a total purchase price of \$242,963.00.

Funds in the amount of \$218,163 exist in account 004-1507-8110 Heavy Equipment. I am requesting a transfer be included on the RLA of \$24,800 from 004-1507-8040 Roads & Highways to 004-1507-8110 Heavy Equipment. A Requisition 321158089405000 for \$218,163 currently in the 8110 account has been prepared and should be processing.

New Chip Spreader Etnyre 4WD

Total Purchase Price is \$242,963.00 Using \$218,163.00 from 004-1507-58110 Heavy Equipment Include transfer on the RLA \$24,800.00 from 004-1507-58040 Roads & Highways to 004-1507-58110 Heavy Equipment

Kaye Merkle PW Road Maintenance

### **Teddy Ballard**

From:

Thomas J. Wyrsch

Sent:

Monday, July 25, 2011 9:33 AM

To:

Teddy Ballard

Subject: RE: compliance status request

They are in compliance. Renewal date is 12/31/2011. Thanks.

From: Teddy Ballard

**Sent:** Friday, July 22, 2011 2:43 PM

To: Thomas J. Wyrsch

Subject: compliance status request

Tom,

Please send compliance status for the following vendor:

G.W. Van Keppel Co. 1801 North Ninth Street Kansas City, KS 66101

Thank you.

Teddy Ext 13465