



Res. 20490

PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

September 22, 2020

Vance Brothers, Inc.
Attn: Robert Vance
5201 Brighton
Kansas City, MO 64130

Dear Mr. Vance:

Please consider this letter as Contract Award Notification for a Twelve (12) Month Term & Supply Contract for the furnishing of **Liquid Asphalt** for use by the **Public Works Department** as detailed below:

Bid No: 21-20

Resolution No: 20490

Commodity: Liquid Asphalt

Contract Term: September 14, 2020 through September 13, 2021

Jackson County Point of Contact: Keith Allen, 816-881-3465, kallen@jacksongov.org

Vance Brothers Point of Contact: Robert Vance, 816-923-4325, rvance@vancebrothers.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


Bob Crusinger
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of **Liquid Asphalt** for use by the **Road and Bridge Division** by the **Public Works Department**.

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 12th 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 separately incorporated in the 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 issued 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 successors and assigns of the parties. The Contractor shall not assign this Contract or any moneys 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 mutually extend this Contract beyond its original term for a time not to exceed 12 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 and 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 purchase price as set forth in the specifications and conditions 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 objection on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials _____ Minimum order, if applicable: _____
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: Vance Brothers, Inc. PHONE NO: 816-923-4321
ADDRESS: 5201 Brugh Ave KCMO 64150 FAX NO: 816-923-6472
NAME OF AUTHORIZED AGENT (print): Robert A Vance DATE: 8/11/10
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Sr. Vice President
EMAIL ADDRESS OF AUTHORIZED AGENT: rvance@vancebrothers.com
FEDERAL ID NO: 44 0572833 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF HIGHWAY AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature]

DATE: 9-22-2010

7.0 QUOTATION

No.	DESCRIPTION	EST QTY	PRICE PER TON DELIVERED	PRICE PER TON PICKED UP
1	SS-1H	20 Tons	\$470.00	\$560.00
2	CRS-1H	20 Tons	\$470.00	\$560.00
3	MC-30	20 Tons	\$000.00	\$670.00
4	CRS-2P Bituminous Polymer Modified	20 Tons	\$507.00	\$600.00
5	CRS-1	20 Tons	\$470.00	\$560.00
6	CRS-2	20 Tons	\$470.00	\$560.00

Free Waiting Time on all Deliveries: 1.5 hours

Rate per Hour after Free Waiting Time: \$ 70.00 / hour

Pump Charge per Piece \$ 65.00

Locations, Operating Days: 5201 Brighton, Kansas City, MO 64130
M-F 7am-5pm

SIGNATURE: <u>[Signature]</u>	DATE: <u>8/11/24</u>
NAME (PRINT): <u>Robbie A. Vance</u>	PHONE: <u>816-973-4135</u>
TITLE (PRINT): <u>Senior Vice President</u>	CELL:
COMPANY NAME (PRINT): <u>Vance Brothers, Inc</u>	FAX: <u>816-973-6472</u>
E-MAIL ADDRESS (PRINT): <u>[unclear]</u>	
E-MAIL ADDRESS FOR PO'S (PRINT): <u>rob.vance@vancebrothers.com</u>	
URI (PRINT): <u>[unclear]</u>	



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 phone
(816) 847-7051 fax

Memorandum:

TO: Katelyn Edgar, Finance and Purchasing Department

FROM: James F. Evans, Road & Bridge Administrator

DATE: August 20, 2020

SUBJECT: Recommendation for Vendor: Vance Brothers

Please consider Vance Brothers as a term and supply vendor for liquid asphalt for the County Road & Bridge division.

Vance Brothers can supply the division with materials needed.

It is estimated that the County could spend approximately \$200,000. Dollars annually

For the reasons above, it has been requested that Vance Brothers be awarded the term and supply for Bid No. 21-20 Liquid Asphalt.

A handwritten signature in black ink, appearing to read "James F. Evans", is written over a horizontal line.

James F. Evans Road & Bridge Administrator