

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: JAMES M. HAAG, JR.	Ext. 3552
DEPARTMENT: PUBLIC WORKS	
DATE: 6/1/09	No.

ITEM: Discuss the proposal by Blevins Asphalt Construction, Inc. to substitute lightweight aggregate in the subdivisions.

Background: The department requested a proposal from Blevins Asphalt Construction, Inc. for the cost to substitute lightweight aggregate for the limestone cover material in the 2009 Chip Seal Project. Blevins has furnished a proposal which details the additional cost involved in the substitution.

Recommended Action: Discuss the proposal by Blevins Asphalt Construction, Inc. to substitute lightweight aggregate in the subdivisions.

Attachments: Blevins Proposal

CONTRACT

FRANKLIN COUNTY PROJECT NO. 2009 Chip Seal

This AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the Board of County Commissioners of Franklin County, Kansas, Party of the First Part (hereinafter the COUNTY), and Blevins Asphalt Construction Co., whose address is P.O. Box 230, Mt. Vernon, MO, 65712, Party of the Second Part, (hereinafter the CONTRACTOR).

WITNESSETH:

Article 1: It is hereby mutually agreed that Franklin County will pay the CONTRACTOR for the work specified in the CONTRACTOR'S bid on Project 2009 Chip Seal, it being agreed that said bid is incorporated herein and becomes part of the contract as if fully set forth herein. Said work is to commence as stipulated in the bid specifications, and to be completed no later than the 1st day of October, 2009. Contractor shall furnish all labor, equipment, and accessories as specified in the bid and shall perform all work necessary to construct and complete the improvements in a good, substantial, and workmanlike manner, and in strict accordance with the specifications, as approved and filed pursuant to law in the office of the legal representative of the County.

Article 2: It is hereby further agreed that, at the completion of the work, and upon acceptance by the County of Contractor's work, all sums due the Contractor by reason of his faithful completion of the work authorized under the contract and in accordance with the provisions of the bid, will be paid to the Contractor by the county within sixty (60) days after said completion and acceptance.

Article 3: It is hereby further agreed, that the 'he' or 'him' wherever used herein as referring to the Contractor shall be deemed to refer to the Contractor, his/her/their heirs, executors, administrators, successors, or assigns.

Article 4: It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the bid proposal or proposals and related specifications, and they are hereby incorporated into and made a part of this agreement as fully as if they were set forth in length herein.

Article 5: It is specifically agreed, in addition to any other obligation on the part of Contractor, that Contractor shall furnish to the Franklin County Clerk, 315 S. Main St., Ottawa, Kansas, a performance bond in the amount of \$740,500.90 (the bid), and a Statutory Bond in the bid amount and certificate of insurance, showing general liability

coverage in the amount of \$2,000,000.00, worker's compensation, and employer's liability coverages according to Statutory requirements in forms acceptable to the Board of County Commissioners of Franklin County, Kansas.

THIS AGREEMENT and the incorporated documents referenced therein constitute the fully integrated agreement of the parties. No prior, contemporary or subsequent oral agreements will amend or supplant any of the terms in this Agreement. All amendments or addenda to this Agreement will be reduced to writing and signed by both parties before they shall become effective.

IN WITNESS HEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this agreement to be duly executed this ____ day of _____, 2009, in quadruplicate, all copies of which to all intents and purposes shall be considered as the original.

FOR THE BOARD
OF
COUNTY COMMISSIONERS

FOR THE CONTRACTOR

Chairman

Printed name: _____
Title: _____

NOW on this ____ day of _____, 2009, came before me John E. Taylor, known to me to be Chairman of the Board of County Commissioners of Franklin County, Kansas, who executed the foregoing contract before me and in my presence.

Notary Public

NOW on this ____ day of _____, 2009, came before me _____, known to me to be _____, who executed the foregoing contract before me and in my presence.

Notary Public

2009 CHIP SEAL PROJECT BID TABULATION

BLEVINS ASPHALT
CONST. CO., INC.

VANCE BROTHERS,
INC.

APHC-KANSAS INC.,
SHEARS DIVISION

BID ITEM	UNITS	APPROX QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
LIGHTWEIGHT AGGREGATE (1/4"X1/8")	C.Y.	5,430	\$ 55.71	\$ 302,505.30	\$ 38.00	\$ 206,340.00	\$ 52.01	\$ 282,414.30
EMULSIFIED ASPHALT (CRS-1H)	TONS	1,085.30	\$ 400.20	\$ 434,337.06	\$ 406.00	\$ 440,631.80	\$ 406.80	\$ 441,500.04
TRAFFIC CONTROL	L.S.	1	\$ 30,200.00	\$ 30,200.00	\$ 25,000.00	\$ 25,000.00	\$ 18,415.00	\$ 18,415.00
MANIPULATION (ASPHALT SEAL)	STA.	2,646	\$ 33.63	\$ 88,984.98	\$ 71.50	\$ 189,189.00	\$ 72.50	\$ 191,835.00
MOBILIZATION	L.S.	1	\$ 12,700.00	\$ 12,700.00	\$ 25,000.00	\$ 25,000.00	\$ 18,772.00	\$ 18,772.00
TOTAL				\$ 868,727.34		\$ 886,160.80		\$ 952,936.34
ALTERNATE BID								
COVER MATERIAL (CMK)	C.Y.	7,017	\$ 27.58	\$ 193,528.86	\$ 16.50	\$ 115,780.50	\$ 29.24	\$ 205,177.08
EMULSIFIED ASPHALT (CRS-1H)	TONS	1,085.30	\$ 400.20	\$ 434,337.06	\$ 406.00	\$ 440,631.80	\$ 406.80	\$ 441,500.04
TRAFFIC CONTROL	L.S.	1	\$ 5,150.00	\$ 5,150.00	\$ 25,000.00	\$ 25,000.00	\$ 18,415.00	\$ 18,415.00
MANIPULATION (ASPHALT SEAL)	STA.	2,646	\$ 33.63	\$ 88,984.98	\$ 65.50	\$ 173,313.00	\$ 70.54	\$ 186,648.84
MOBILIZATION	L.S.	1	\$ 18,500.00	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00	\$ 18,772.00	\$ 18,772.00
TOTAL				\$ 740,500.90		\$ 779,725.30		\$ 870,512.96

Since 1949

Blevins Asphalt

Construction Co., Inc.

PO Box 230
 Mount Vernon, MO 65712
 Phone: 417-466-3758
 Fax: 417-466-7914

To:	Franklin County Public Works Department	Contact:	Jim
Address:	1428 S. Main, Suite #4 Ottawa, KS 66067	Phone:	(785) 229-3550
		Fax:	(785) 229-3504
Project Name:	Franklin County KS. Chip Seal 2009	Bid Number:	
Project Location:		Bid Date:	5/19/2009

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Alternate 1				
COVER MATERIAL (CM-L)	796.00	CY	\$55.71	\$44,345.16
EMULSIFIED ASPHALT (CRS-1H)	124.00	TON	\$400.20	\$49,624.80
MANIPULATION	310.00	ST	\$33.63	\$10,425.30
MOBILIZATION	1.00	LS	\$5,000.00	\$5,000.00
Total Price for above Alternate 1 Items:				\$109,395.26
Alternate 2				
COVER MATERIAL (CM-K)	5,985.00	CY	\$27.58	\$165,066.30
EMULSIFIED ASPHALT (CRS-1H) SEAL	961.30	TON	\$400.20	\$384,712.26
TRAFFIC CONTROL	1.00	LS	\$5,150.00	\$5,150.00
MANIPULATION (BITUMINOUS SEAL)	2,336.00	ST	\$33.63	\$78,559.68
MOBILIZATION	1.00	LS	\$18,500.00	\$18,500.00
Total Price for above Alternate 2 Items:				\$651,988.24
Total Bid Price:				\$761,383.50

Notes:

- PRICES ENCLOSED WILL BE SUBJECT TO INCREASES. Price escalation clause for work performed after October 1, 2009. The prices in this quote are based on certain unit costs for fuel, liquid asphalt, and aggregates charged to Blevins Asphalt Const. Co., Inc. The amount due to Blevins Asphalt Const. Co., Inc. shall be equitably adjusted to reflect any increase in the unit cost that Blevins Asphalt Const. Co., Inc. is charged for these materials. Increases in the costs of fuel, liquid asphalt, and aggregates will be calculated on a monthly basis based on the average of the amounts charged to Blevins Asphalt Const. Co., Inc. during that month. For liquid asphalt and aggregates, the number of units shall be based on the actual quantity of material used for the work that month.
- ITEMS NOT INCLUDED: REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STRIPING, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, BONDS, AND SEEDING
- Any alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.
- Contract Conditions: All material is guaranteed to be as specified above. All work is to completed in a workman like manner according to standard practices.
- Public liability insurance will be taken out by Blevins Asphalt. Our workers are fully covered by workman's compensation.
- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail.
- Unless the words "LUMP SUM" appear next to the price for an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Blevins Asphalt Construction Company, Inc.
- THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS
- PLEASE SIGN AND RETURN ONE (1) COPY OF THIS PROPOSAL TO INDICATE YOUR ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALED THE CONTRACT CONDITIONS AND OTHER PROVISIONS (IF APPLICABLE). NO WORK ORDERS WILL BE ISSUED UNTIL WE HAVE RECEIVED A SIGNED PROPOSAL.

Payment Terms:

All payments are due and payable upon completion of the work or completed portion of the work. No exceptions. An interest charge of 1 1/2% per month will be added to past due accounts unless other arrangements are authorized by Blevins Asphalt. In any event the buyer defaults and fails to make payment to Blevins Asphalt Construction Co., Inc., action will be taken against the buyer under the state laws and regulations of Missouri. Buyer agrees to pay all costs of such action, including attorney's and court fees and any other fees associated with said contract.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Blevins Asphalt Construction Co., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Scott Crabtree 417-466-3758 scrabtree@blevinsasphalt.com</p>
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