

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS, Tuesday, June 11, 2019, 10:00AM.

- I. Meeting called to order
 - a. Pledge of Allegiance
- II. Business from a previous meeting
 - a. Approval of consent agenda
 - i. Consent agenda additions or deletions
 - 1. Approval of the June 4, 2019 minutes of the Board of County Commissioners.
 - b. Signing of motions from the previous meeting

Motion 19	171	That the consent agenda be approved including: Approval of the May 31, 2019 minutes
Motion 19	172	To adopt Resolution #2019-017 and the Proclamation of a State of Local Disaster Emergency for Crawford County, Kansas
Motion 19	173	To appoint Dr. Barbara McClaskey, Ms. Julie Reams, Mr. Sean Anderson and Ms. Kayla Younger to the Crawford County Mental Health Governing Board and Health Department Advisory Board
Motion 19	174	To approve the bid for Fencing for the County Garage on East Antelope in Girard from Jones Construction
Motion 19	175	To approve the Purchasing Agreement with Foley Equipment for discounted Caterpillar filters
Motion 19	176	To approve the May 2019 Clerk's Report as presented

- III. New Business
 - a. Scheduled public hearings and opening of announced bids
 - b. Proclamations and orders of the Board
 - c. Messages from the Crawford County Local Board of Health
 - d. Messages from other governmental entities
 - e. Messages from elected officials
 - f. Messages from appointed officials
 - g. Messages from the public
 - h. New Business
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- IV. Old Business
 - a. Old Business

Board of Crawford County Commissioners

- i. Mr. Pyle, County Clerk
- ii. **Mr. Emerson, County Counselor**
 1. Presenting 2019 Asphalt Contract
- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

V. Future Business and Announcements

a. Future Business

- i. **June 14, 2019** – Budget Work Sessions beginning at 8:30 AM.
- ii. **June 14, 2019** – Judge Jennifer Brunetti addressing District Court operations.
- iii. **June 18, 2019** – **8:00 AM** Work Session with Road Foremen and Randy Chiartano.
- iv. **June 18, 2019** – Budget Work Sessions beginning at 8:30 AM.

b. Announcements

VI. Motion for adjournment

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.

SECTION 00 52 00
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Crawford County, Kansas Engineer's Office ("Owner") and
Heckert Construction Co., Inc. ("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:

Provision of asphaltic concrete material for Crawford County, Kansas Engineer's Office

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a
part is generally described as follows:

Provide an estimated quantity of 10,000 Tons of asphaltic concrete to be F.O.B. at plant

ARTICLE 3 - Engineer

3.01 The Project has been designed by the City of Pittsburg, Kansas. (Engineer), 201 West 4th
Street, Pittsburg, KS 66762 (address), 620-231-4170 (telephone), which is 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 *Completion of Work*

The Contractor shall provide the materials on a schedule and rate established by the City.
The projected schedule is for this work to be performed in April through November of 2019.
The estimated rate of delivery is a maximum of 300 tons per day.

The City shall notify the Contractor at least 1 week in advance of the commencement of the
project and at least 48 hours of the need for materials during the project.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

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

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. The estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by Engineer.

ARTICLE 7 – INTEREST

7.01 N/A.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site 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.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.

- F. 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.
- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Specifications as listed in the table of contents of the Project Manual.
 - 3. Drawings provided at time of bidding.
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

ARTICLE 10 – MISCELLANEOUS

10.01 Assignment of Contract

- A. 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, moneys that may become due and moneys that are 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.

10.02 *Successors and Assigns*

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

10.03 *Severability*

- A. 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.

10.04 *Contractor's Certifications*

- A. 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:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "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;
 - 3. "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
 - 4. "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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

Crawford County, Kansas Engineer's Office

By: _____

Title: _____

Attest _____

Title: _____

Address for giving notices:

111 E. Forest Ave.

Girard, KS 66743

(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.)

CONTRACTOR

Heckert Construction Co., Inc.

By: *[Signature]*

Title: *[Signature]*

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

Attest: *[Signature]*

Title: Asst. Secretary

Address for giving notices:

746 East 520th Avenue

Pittsburg, KS 66762

License No.: _____

(Where applicable)

Agent for service of process in Kansas:

END OF SECTION