



# Jackson County Health Department

## May 4 - May 11, 2022

### COVID-19

#### Data

More in depth data can be found on the [JACOHD dashboard](#).

#### JACOHD

- Total Cases – 68,665
- Total Deaths – 790

#### Totals by Week:

- Cases – 208
- Deaths – 0

\*\*Note: Cases from Independence, MO have been removed from the Jackson County Health Department data dashboard. There has been a delay in data reporting from the state level. Therefore, these data are provisional and are subject to change.

### Current Outbreaks

Bickford of Raytown – 8  
 Ignite Medical Resort St. Mary's – 114  
 John Knox Village Care Center – 20

\*\*Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

### JACOHD/Jackson County Vaccine Data

Jackson County vaccine data can be found [here](#).

#### JACOHD

- Total doses administered – 88,501

#### Jackson County

- 70.6% of Jackson County residents have initiated vaccination; 57.3% have completed vaccination
  - Jackson County Population: 703,011
- 496,110 people have received at least one dose; 403,907 people are fully vaccinated

\*\* On April 1, 2022, Missouri updated its data dashboard and removed COVID-19 vaccine data. The COVID-19 vaccine data reflected is from the [CDC's website](#), which encompasses all of Jackson County, including Kansas City and Independence.

### JACOHD/TMC Sponsored Testing

Thursday, May 12, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Friday, May 13, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Monday, May 16, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Tuesday, May 17, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence
Wednesday, May 18, 2022	9 a.m. – 3 p.m. – 313 S Liberty St, Independence

Symptomatic Testing: Call 816-404-2273

### JACOHD Vaccine Clinics

Thursday, May 12, 2022	9 a.m. – 6 p.m. – 313 S Liberty St, Independence 10 a.m. – 11 a.m. – BlendWell Community Café
Friday, May 13, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Monday, May 16, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence
Tuesday, May 17, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence 11:30 a.m. – 1:30 p.m. – Hawthorne Place Apartments
Wednesday, May 18, 2022	9 a.m. – 4 p.m. – 313 S Liberty St, Independence

Residents can visit [jacohd.org/events](http://jacohd.org/events) to find clinic registration and walk-in hours.

### PPE Supply

The supply rate meets the demand rate.

### JCDC Testing

JACOHD is continually working with JCDC on reporting and investigation.

### Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting



# COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

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CLERK OF THE COUNTY LEGISLATURE  
415 East 12th Street  
Kansas City, MO 64106

201 West Lexington, 2<sup>nd</sup> Floor  
Independence, MO 64050

## May 13 – May 19, 2022

5-13-22 Friday

NO MEETINGS –

5-16-22 Monday

NO ANTI-CRIME, INTER-GOVERNMENTAL AFFAIRS,  
LAND USE, PUBLIC WORKS, RULES, OR 911  
OVERSIGHT COMMITTEE MEETINGS

9:10 A.M. Justice & Law Enforcement Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:25 A.M. Health & Environment Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:30 A.M. Finance & Audit Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

9:40 A.M. Budget Committee Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area

10:00 A.M. **LEGISLATIVE MEETING –**  
**Jackson County Courthouse, 415 East 12<sup>th</sup> Street,**  
**2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area**

**Closed Meeting per Resolution #20955**

5-17-2022 Tuesday

NO MEETINGS –

5-18-2022 Wednesday

NO MEETINGS –

5-19-2022 Thursday

- 8:30 A.M. Plan Commission Public Hearing –  
Historic Truman Courthouse, 112 W. Lexington Ave,  
2<sup>nd</sup> Floor, Independence, MO. Large Meeting Room
- 10:00 A.M. Pension Plan Board of Trustees Meeting –  
Jackson County Courthouse, 415 East 12<sup>th</sup> Street,  
2<sup>nd</sup> Floor, Kansas City Legislative Assembly Area
- 5:15 P.M. Ethics, Human Relations & Citizen Complaints  
Commission Meeting –Meeting will be held via Zoom. For  
more information contact, Anita Mackrel at  
[amackrel@jacksongov.org](mailto:amackrel@jacksongov.org).

Persons with disabilities wishing to participate in the above meetings and who require a reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required. To put information on Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

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

**AN ORDINANCE** transferring \$15,382.00 within the 2022 Anti-Crime Sales Tax Fund, appropriating \$84,727.00 from the undesignated fund balance of the 2022 Grant Fund, and authorizing an extension to the Victims of Crime Act Grant for use by the Prosecuting Attorney's Office's Victim Services Program.

**ORDINANCE NO. 5624**, May 16, 2022

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, by Ordinance 5299, dated December 2, 2019, the Legislature did authorize the acceptance of a grant in the amount of \$584,300.00 awarded by the Missouri Department of Social Services for the Victims of Crime Act (VOCA) grant, for the period November 1, 2019, through September 30, 2021; and,

WHEREAS, by Ordinance 5586, dated December 13, 2021, the Legislature did authorize a three-month extension to this grant; and,

WHEREAS, the Missouri Department of Public Safety has now awarded additional grant funds in the amount of \$69,345.00, and authorized a further three-month extension to the VOCA grant, through March 31, 2022; and,

WHEREAS, this additional allocation requires local matching funds in the amount of \$15,382.00 to cover the unfunded portions of the program; and,

WHEREAS, an appropriation and transfer are necessary in order to place the grant and matching funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer and appropriation be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Crime Sales Tax Fund Deferred Prosecution 008-4154	56092 - Drug Treatment Services	\$15,382	
Anti-Crime Sales Tax Fund Operating Transfers 008-9100	56105 - Operating Transfers		\$15,382
Grant Fund VOCA 010-4127	47070 - Inter Fund Transfers	\$15,382	
010-4127	45941 - Increase Revenues	\$69,345	
010-9999	32810 - Undesignated Fund Balance		\$84,727
010-9999	32810- Undesignated Fund Balance	\$84,727	
VOCA 010-4127	55010 - Regular Salaries		\$60,925
010-4127	55040 - FICA Taxes		\$ 4,660
010-4127	55050 - Pension Contributions		\$ 8,505
010-4127	55060 - Insurance Benefits		\$10,637

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that all County officials be and hereby are authorized to execute any and all documents and take any other actions necessary to give effect to this Ordinance.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5624 introduced on May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

This Ordinance is hereby transmitted to the County Executive for his signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5624.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 008 4154 56092  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Deferred Prosecution  
Drug Treatment Services  
NOT TO EXCEED: \$15,382.00

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 9999 32810  
ACCOUNT TITLE: Anti-Crime Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$84,727.00

5/12/2022  
Date

  
Chief Administrative Officer

## Request for Legislative Action

Ord. #5624

Sponsor: Theresa Cass Galvin

Date: May 16, 2022

### Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5624
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	5/16/2022

### Introduction

**Action Items:** ['Appropriate', 'Transfer']

**Project/Title:**

Ordinance transferring and appropriating funds for the acceptance of a three month extension of the VOCA Grant awarded to Jackson County by the Missouri Department of Social Services.

### Request Summary

Requesting the appropriation of \$69,345.00 in additional funds awarded to Jackson County by the Missouri Department of Social Services for a three month extension of the VOCA Grant. This extension and award increase will continue to provide partial funding for six victim advocates through March 31, 2022. To complete this project, the Prosecutor's Office will provide an additional \$15,382.00 to pay for the unfunded portion of the encumbants.

Please transfer \$15,382.00 from 008-4154-56092 and appropriate \$69,345.00 into the following accounts:

010-4127-55010	Regulary Salaries	\$60,925.00
010-4127-55040	FICA Taxes	\$ 4,660.00
010-4127-55050	Pension Contribution	\$ 8,505.00
010-4127-55060	Insurance Benefits	\$10,637.00

### Contact Information

<b>Department:</b>	Prosecuting Attorney	<b>Submitted Date:</b>	5/5/2022
<b>Name:</b>	Gina Robinson	<b>Email:</b>	grobinson@jacksongov.org
<b>Title:</b>	Chief of Operations	<b>Phone:</b>	816-881-3369

### Budget Information

Amount authorized by this legislation this fiscal year:	\$84,727
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$84,727
Is it transferring fund?	Yes
<b>Transferring Fund From:</b>	

## Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	4154 (Deferred Prosecution)	56092 (Drug Treatment Services)	\$15,382
010 (Grant Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$69,345
<b>Transferring Fund To:</b>			
Fund:	Department:	Line Item Account:	Amount:
010 (Grant Fund)	4127 (VOCA)	55010 (Regular Salaries)	\$60,925
010 (Grant Fund)	4127 (VOCA)	55040 (FICA Taxes)	\$4,660
010 (Grant Fund)	4127 (VOCA)	55050 (Pension Contribution)	\$8,505
010 (Grant Fund)	4127 (VOCA)	55060 (Insurance Benefits)	\$10,637

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5586	December 13, 2021
5299	December 2, 2019
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money	
MBE:	.00%
WBE:	.00%

## Request for Legislative Action

VBE: .00%	
<b>Prevailing Wage</b>	
Not Applicable	

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

### History

Submitted by Prosecuting Attorney requestor: Gina Robinson on 5/5/2022. Comments:

Approved by Department Approver Jean Peters Baker on 5/5/2022 2:51:01 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 5/5/2022 3:19:52 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/6/2022 9:43:33 AM. Comments:

Approved by Budget Office Approver Sarah L. Matthes on 5/6/2022 12:35:48 PM. Comments: Fiscal Note Attached

Approved by Executive Office Approver Sylvya Stevenson on 5/6/2022 1:04:14 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/12/2022 9:15:47 AM. Comments:





**NOTICE OF CONTRACT REVISION**  
Missouri Department of Social Services  
Division of Finance & Administrative Services  
Procurement Unit  
P.O. Box 1643  
Jefferson City, MO 65102

<b>CONTRACT NUMBER</b> ER130200053	<b>CONTRACT TITLE</b> Victims of Crime Act (VOCA)
<b>AMENDMENT NUMBER</b> Amendment #006	<b>CONTRACT PERIOD</b> January 1, 2022 through March 31, 2022
<b>SUBRECIPIENT NAME AND ADDRESS</b> Jackson County, Prosecutor's Office 415 East 12th Street, 11th Floor Kansas City, MO 64106	<b>CONTACT PERSON NAME AND E-MAIL ADDRESS</b> Tina Wise TWise@jacksongov.org
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  Contract ER130200053 is hereby amended pursuant to the attached Amendment #006.	
<b>PROCUREMENT OFFICER</b> Ann Perkins	<b>PROCUREMENT OFFICER CONTACT INFORMATION</b> Email: <a href="mailto:ann.perkins@dss.mo.gov">ann.perkins@dss.mo.gov</a> Phone: (573) 522-1571 Fax: (573) 526-4678
<b>AUTHORIZED SIGNATURE FOR THE DEPARTMENT OF SOCIAL SERVICES</b> <i>Patrick Inelibeing AP</i>	<b>DATE</b> January 21, 2022



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description:*  
**Victims of Crime Act (VOCA)**  
*Amendment Description:*  
**Extension and Funding Award Revision**

Contract #: **ER130200053**

Amendment #**006**

Effective Date: **January 1, 2022**

**Subrecipient Information:**

Subrecipient Name: **Jackson County, Prosecutor's Office**  
Mailing Address: **415 East 12th Street, 11th Floor**  
City, State Zip: **Kansas City, MO 64106**

The above referenced contract between Jackson County, Prosecutor's Office and the Department of Social Services is hereby amended as follows:

1. The contract is extended for the period of January 1, 2022 through March 31, 2022.
2. Within ten (10) calendar of signing and returning this amendment, the subrecipient must complete the VOCA Budget Form and provide a Budget Narrative to the Department via email to [FSD.VOCAUnit@dss.mo.gov](mailto:FSD.VOCAUnit@dss.mo.gov) for review and approval.
3. Funds allocated must be incurred by March 31, 2022 and invoiced by April 15, 2022. Unspent funds from October 1, 2021 through December 31, 2021 do not carry forward for the additional extension period.
4. The federal cash or in-kind match contribution requirements in paragraph 4.18.11 are removed for extension period. Subrecipients are encouraged to obtain and report as much match as possible.
5. All other terms and conditions shall remain unchanged.

*In witness thereof, the parties below hereby execute this agreement.*

*Jean Peters Baker*  
Authorized Signature for the Subrecipient

Jackson County Prosecutor  
Title

1/20/2022  
Date



**Missouri Department of Social Services  
 Division of Finance & Administrative Services  
 P. O. Box 1643, Jefferson City, MO 65102-2320  
 FSD.VOCAUNIT@DSS.MO.GOV  
 VOCA Budget Form**

<b>Agency: Jackson County Prosecutors Office</b>	<b>Contract Number: ER130200053</b>
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**3 Month Extension January 1, 2022 to March 31st, 2022**

**Budget**

Allocation Base (Contract Amount)	\$ 69,345.00
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**Program Costs**

Personnel	\$ 60,925.00
Benefits	\$ 8,420.00
PRN	\$ -
Volunteers	\$ -
On Call Volunterrs	\$ -
Travel Training	\$ -
Equipment	\$ -
Supplies & Operations	\$ -
Contractual	\$ -
Indirect Cost	\$ -
<b>Total Participant Costs:</b>	<b>\$ 69,345.00</b>

<b>TOTAL BUDGET</b>	<b>\$ 69,345.00</b>
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**Types of Victims Served**

Child Abuse	\$ 3,467.00
Domestic Violence	\$ 10,402.00
Sexual Assault	\$ 3,468.00
Underserved	\$ 52,008.00
<b>Total</b>	<b>\$ 69,345.00</b>

*I hereby certify that the budget is taken from the original Books of Account and that budget amounts are valid and consistent with the terms of the contract.*

*Jean Peters Baker*

Jackson County Prosecutor

1/20/22

Signature of Authorized Representative of [Insert Agency Name]

Date

Signature of Authorized Representative of [Insert Agency Name]

Date

**VOCA Grant**

**010-4127**

**1/1/22 - 3/31/22**

	<u>Salary</u>	<u>FICA</u>	<u>Pension (13.96)</u>	<u>Insurance</u>	<u>Total</u>
Brown	8952.00	684.83	1249.70	1844.82	
Cannon	10915.00	835.02	1523.76	1699.14	
Evans	10238.00	783.24	1429.38	3548.40	
Layton	11319.00	865.86	1580.00	1699.14	
Rose	9422.00	720.82	1315.16	0.00	
Thompson	10079.00	771.05	1407.03	1844.82	
	<u>60925.00</u>	<u>4660.82</u>	<u>8505.03</u>	<u>10636.32</u>	<u>84727.17</u>
					<u>-69345.00</u> Award
					<u>15382.17</u> Match

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

**A RESOLUTION** recognizing National Police Week 2022 and honoring the service and sacrifice of law enforcement officers in Jackson County who protect our communities and safeguard our democracy.

**RESOLUTION NO. 20950**, May 16, 2022

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and, by joint resolution of Congress, National Police Week was established to pay special recognition to those law enforcement officers who have lost their lives in the line of duty ensuring the safety and protection of others; and,

WHEREAS, there are approximately 900,000 law enforcement officers serving communities across the United States, including the dedicated public servants in our area that we honor today; and,

WHEREAS, the residents of Jackson County are called upon to acknowledge the vital role law enforcement agencies play in protecting the life, liberty, and welfare of our citizens; and,

WHEREAS, Jackson County honors the service and dedication of our law enforcement officers who risk their own lives while keeping us safe; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the

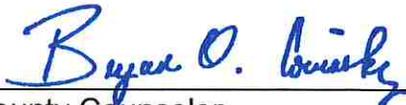
Legislature hereby publicly salutes the service of law enforcement officers throughout Jackson County; and,

BE IT FURTHER RESOLVED the Legislature does hereby proclaim the week of May 15-21, 2022 as National Police Week and calls upon the citizens of Jackson County to observe May 15, 2022, as Peace Officers Memorial Day commemorating the heroic sacrifice of these public servants.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20950 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of lawn maintenance equipment and small engine replacement, parts, and services for use by various County departments to Lawn & Leisure of Lee's Summit, MO, under the terms and conditions of Invitation to Bid No. 29-22.

**RESOLUTION NO. 20951**, May 16, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Director Finance of Purchasing has solicited formal written bids on Bid No. 29-22 for the furnishing of lawn maintenance equipment and small engine replacement, parts, and services for use by various County departments; and,

WHEREAS, a total of sixty-four notifications were distributed and one response was received and evaluated, from Lawn & Leisure of Lee's Summit, MO; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend for the furnishing of these products and services to Lawn & Leisure of Lee's Summit, MO, as the lowest and best bidder; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases being subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and hereby is, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies have been made in the then current Jackson County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20951 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

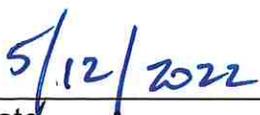
Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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 is subject to annual appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20951  
Sponsor: Tony Miller  
Date: May 16, 2022

## Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20951
Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/16/2022

## Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines for use by Various County Departments to Lawn & Leisure of Lee's Summit, MO under the terms and conditions of Invitation to Bid No. 29-22.

## Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines. The Purchasing Department issued Invitation to Bid No. 29-22 in response to those requirements.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines for use by Various County Departments to Lawn & Leisure of Lee's Summit, MO as the lowest and best bid received under the terms and conditions of Invitation to Bid No. 29-22.

Annual Estimated Usage: \$61,500

Parks + Rec: \$50,000

Public Works: \$10,000

Sheriff's Office: \$1,500

## Contact Information

<b>Department:</b>	Finance	<b>Submitted Date:</b>	5/3/2022
<b>Name:</b>	Katelyn W. Edgar	<b>Email:</b>	KEdgar@jacksongov.org
<b>Title:</b>	Buyer	<b>Phone:</b>	816-881-3292

## Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$

## Request for Legislative Action

Is it transferring fund?			No
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
19823	April 16, 2018

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Submitted by Finance requestor: Katelyn W. Edgar on 5/3/2022. Comments:

Approved by Department Approver Bob Crutsinger on 5/3/2022 12:31:06 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 5/3/2022 12:42:16 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/3/2022 4:19:09 PM. Comments:

Approved by Budget Office Approver Mark Lang on 5/4/2022 8:18:53 AM. Comments: No fiscal note required for T&S contracts.

Approved by Executive Office Approver Sylvya Stevenson on 5/4/2022 11:11:54 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/12/2022 9:11:17 AM. Comments:



**JACKSON COUNTY**  
**Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

**MEMORANDUM**

**TO:** Katelyn Edgar, Buyer, Purchasing Department  
**FROM:** John Johnson, Superintendent, Park Operations  
**DATE:** April 27, 2022  
**SUBJECT:** #29-22 Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines

Parks + Rec recommends awarding this contract to Lawn & Leisure of Lee's Summit, Inc.

Parks uses this contract to purchase selected parts for in-house repairs for mowers and to have Lawn & Leisure perform repairs to equipment and mowers used to care for green spaces in the park system.

Lawn & Leisure is the incumbent term and supply vendor, and they are competent in their work.

Parks anticipates spending approximately \$50,000 in a 12-month time frame.

Please advise if you have questions or need additional information.

Thank you.



*Frank White, Jr., County Executive*



## 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: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: April 29, 2022

SUBJECT: Recommendation for Vendor: Lawn & Leisure of Lee's Summit Inc.

Please consider Lawn & Leisure of Lee's Summit Inc. be awarded term and supply vendor for bid No. 29-22 Lawn Maintenance Equipment and Small Engines to County Road and Bridge division. Lawn & Leisure of Lee's Summit Inc. was the only vendor that submitted a bid for bid No. 29-22, Lawn Maintenance Equipment and Small Engines.

It is estimated that the County could spend approximately \$10,000.00 annually with Lawn & Leisure of Lee's Summit Inc

For the reasons above, it has been requested that Lawn & Leisure of Lee's Summit Inc. be awarded the term and supply contract for bid No. 29-22, Lawn Maintenance Equipment and Small Engines.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



# Office of the JACKSON COUNTY SHERIFF

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Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**TO:** Katelyn Edgar, Purchasing  
**FROM:** Beth Money, Office Administrator  
**CC:** Sgt. Eli Postlethwait  
**RE:** Recommendation Memo 29-22 – Lawn & Leisure of Lee's Summit, Inc.  
**Date:** April 21, 2022

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The Sheriff's Office has an ongoing need for vendors to repair, replace and provide parts for lawn maintenance equipment. Sgt. Eli Postlethwait has reviewed the bid submitted by Lawn & Leisure of Lee's Summit, Inc. Their products and services will meet our needs; therefore, we recommend awarding the contract to Lawn & Leisure of Lee's Summit, Inc.

The Sheriff's Office will spend approximately \$1,500 annually using this contract.

<b>Lawn &amp; Leisure of Lee's Summit, Inc.</b>
<b>Lee's Summit, MO</b>
\$ 408
3
\$ 408

**Total Cost  
Selected #  
Selected (\$)**

#	Items	Selected	Lowest	QuantityRequired	UnitPrice	TotalCost
0						
#0-1	Repairs and Service In Shop (Rate per Hour)	\$ 102	\$ 102	1	\$ 102	<b>\$ 102</b>
#0-2	Repairs and Service at County Site (Rate per Hour)	\$ 204	\$ 204	1	\$ 204	<b>\$ 204</b>
#0-3	Pick-up and Delivery Charges	\$ 102	\$ 102	1	\$ 102	<b>\$ 102</b>
#0-4	Any Other/Additional Charges	\$ 0	\$ 0	1	No Bid	No Bid



# 29-22 - Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines

## Project Overview

Project Details	
Reference ID	29-22
Project Name	Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines
Project Owner	Katelyn Edgar
Project Type	ITB
Department	Purchasing
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Repair, Replacement and Parts for Lawn Maintenance Equipment and Small Engines for the use by Various County Departments.
Open Date	Mar 18, 2022 2:00 PM CDT
Close Date	Apr 19, 2022 2:00 PM CDT



## Seal status

Requested Information	Unsealed on	Unsealed by
Standard Contract	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Affidavit	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Certificate of Compliance	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Statement of Contractor's Qualifications	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Acknowledgement of Receipt of Addenda	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Exhibit F, Bidder's Exceptions	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Greater Kansas City Metropolitan Area Memo, Item 4.1.9	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
List of Manufacturers, Item 4.1.10	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Warranty Information from Manufacturer(s), Item 4.1.11	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Location of Shop and Normal Business Days and Hours, Item 4.1.13	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Discount from List Price, Attachment 1, Page 4, Item 4.1.7	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Price List: Website or Catalog with Pricing, Item 4.1.12	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar
Pricing Sheet for Invitation to Bid No. 29-22 (BT-13DV)	Apr 19, 2022 3:33 PM CDT	Katelyn Edgar



# Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Lawn & Leisure of Lee's Summit, Inc.	Apr 19, 2022 1:52 PM CDT	Steve Kraft	KraftS@LawnandLeisure.com	MjA2MzMz



## Project Criteria

Criteria	Points	Description
<b>A - Proposal</b>	<b>0 pts</b>	
A-1 - Greater Kansas City Memo	Pass/Fail	If bidder is not located in the Greater Kansas City Metropolitan Area, bidder must provide detailed information with their bid on how the specifications of this Invitation to Bid will be met. Jackson County, Missouri reserves the right to determine if bidder's information on contract performance is acceptable.
A-2 - List of Manufacturer(s)	Pass/Fail	List of Manufacturer(s) that Bidder can supply parts, replacements and perform services on.
A-3 - Warranty Information	Pass/Fail	Warranty Information from Manufacturer's Bidder supplies and services.
A-4 - Location of Shop and Normal Business Days/Hours	Pass/Fail	
<b>B - Forms</b>	<b>0 pts</b>	
B-1 - Standard Contract	Pass/Fail	
B-2 - Affidavit	Pass/Fail	



B-3 - Certificate of Compliance	Pass/Fail	
B-4 - Statement of Contractor's Qualifications	Pass/Fail	
B-5 - Receipt of Addenda	Pass/Fail	
B-6 - Exhibit F, Bidder's Exceptions	Pass/Fail	
<b>C - Pricing</b>	<b>0 pts</b>	
C-1 - Discount from List Price, Attachment 1	Pass/Fail	
C-2 - Price List: Website or Catalog with Pricing	Pass/Fail	
<b>Total</b>	<b>0 pts</b>	



# Scoring Summary

## Active Submissions

	Total	A - Proposal	A-1 - Greater Kansas City Memo	A-2 - List of Manufacturer(s)	A-3 - Warranty Information
Supplier	/ 0 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Lawn & Leisure of Lee's Summit, Inc.	0 pts	0 pts	Pass	Pass	Pass

	A-4 - Location of Shop and Normal Business Days/Hours	B - Forms	B-1 - Standard Contract	B-2 - Affidavit	B-3 - Certificate of Compliance
Supplier	Pass/Fail	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
Lawn & Leisure of Lee's Summit, Inc.	Pass	0 pts	Pass	Pass	Pass



	<b>B-4 - Statement of Contractor's Qualifications</b>	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>	<b>C - Pricing</b>	<b>C-1 - Discount from List Price, Attachment 1</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>
Lawn & Leisure of Lee's Summit, Inc.	Pass	Pass	Pass	0 pts	Pass

	<b>C-2 - Price List: Website or Catalog with Pricing</b>
<b>Supplier</b>	<b>Pass/Fail</b>
Lawn & Leisure of Lee's Summit, Inc.	Pass



# Proposal Scores

## Lawn & Leisure of Lee's Summit, Inc. - Scoring Summary

### Evaluation Group 1 - Purchasing Evaluation

	<b>A - Proposal</b>	<b>A-1 - Greater Kansas City Memo</b>	<b>A-2 - List of Manufacturer(s)</b>	<b>A-3 - Warranty Information</b>	<b>A-4 - Location of Shop and Normal Business Days/Hours</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	0 pts	Pass	Pass	Pass	Pass
<b>Average:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
		↓	↓	↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>



	<b>B - Forms</b>	<b>B-1 - Standard Contract</b>	<b>B-2 - Affidavit</b>	<b>B-3 - Certificate of Compliance</b>	<b>B-4 - Statement of Contractor's Qualifications</b>
<b>Reviewer</b>	<b>/ 0 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	0 pts	Pass	Pass	Pass	Pass
	<b>Average:</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
		↓	↓	↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>



	<b>B-5 - Receipt of Addenda</b>	<b>B-6 - Exhibit F, Bidder's Exceptions</b>
<b>Reviewer</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
Katelyn Edgar	Pass	Pass
	<b>Pass</b>	<b>Pass</b>
	↓	↓
<b>Calculated:</b>	<b>Pass</b>	<b>Pass</b>



## Evaluation Group 2 - Department Evaluation

	C - Pricing	C-1 - Discount from List Price, Attachment 1	C-2 - Price List: Website or Catalog with Pricing
Reviewer	/ 0 pts	Pass/Fail	Pass/Fail
Katelyn Edgar	0 pts	Pass	Pass
Eli Postlethwait	0 pts	Pass	Pass
John Johnson	0 pts	Pass	Pass
Kraig Briggs	0 pts	Pass	Pass
Matt Willier	0 pts	Pass	Pass
James Evans	0 pts	Pass	Pass
	<b>Average:</b>	<b>Pass</b>	<b>Pass</b>
		↓	↓
<b>Calculated:</b>	<b>0 pts</b>	<b>Pass</b>	<b>Pass</b>



## Proposal Score Comments

### Lawn & Leisure of Lee's Summit, Inc. - Scoring Comments

#### A-1 - Greater Kansas City Memo - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Other	Not applicable

#### A-2 - List of Manufacturer(s) - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

#### A-3 - Warranty Information - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



#### A-4 - Location of Shop and Normal Business Days/Hours - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

#### B-1 - Standard Contract - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

#### B-2 - Affidavit - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-3 - Certificate of Compliance - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-4 - Statement of Contractor's Qualifications - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### B-5 - Receipt of Addenda - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass



### B-6 - Exhibit F, Bidder's Exceptions - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass

### C-1 - Discount from List Price, Attachment 1 - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass
Eli Postlethwait	Pass	Meets the requirement(s)	We had no issues with this vendor.
John Johnson	Pass	Meets the requirement(s)	Discounts were noted by manufacturer.
Kraig Briggs	Pass	Meets the requirement(s)	only vender
Matt Willier	Pass	Meets the requirement(s)	Requirements Met
James Evans	Pass	Meets the requirement(s)	We have used these folks for a number of years and had good results



## C-2 - Price List: Website or Catalog with Pricing - Reviewer Scores

Reviewer	Score	Reason	Comments
Katelyn Edgar	Pass	Meets the requirement(s)	Pass
Eli Postlethwait	Pass	Meets the requirement(s)	We had no issues with this vendor.
John Johnson	Pass	Other	They provided links to online catalogs/inventory.
Kraig Briggs	Pass	Meets the requirement(s)	vender is close by
Matt Willier	Pass	Meets the requirement(s)	Requirements Met
James Evans	Pass	Meets the requirement(s)	my folks in the shop would present a better answer

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

**A RESOLUTION** awarding a three-year contract for the furnishing of jail and records management and computer-aided dispatch hardware and software for use by the Sheriff's Office to CentralSquare Technologies, LLC, of Lake Mary, FL, under the terms and conditions of Request for Proposals No. 52-21, at an actual cost to the County in the amount of \$1,545,805.96.

**RESOLUTION NO. 20952**, May 16, 2022

**INTRODUCED BY** Ronald E. Finley, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited proposals on Request for Proposals (RFP) No. 52-21 for the furnishing of jail and records management and computer aided dispatch hardware and software for use by the Sheriff's Office and the Jackson County Detention Center; and,

WHEREAS, a total of thirteen notifications were distributed and five proposals were received, with two rejected as noncompliant, and responses evaluated from the following:

**BIDDERS**

CentralSquare Technologies, LLC  
Lake Mary, FL

Motorola Solutions, Inc.  
Chicago, IL

365Labs  
Baton Rouge, LA

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of the needed hardware and software from CentralSquare Technologies, LLC, of Lake Mary, FL, under the terms and conditions

of RFP 52-21 for the reason that it has submitted the lowest and best proposal; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made 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 to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing 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 FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20952 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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: 013 1305 56661  
ACCOUNT TITLE: County Improvement Fund  
Information Technology  
Software Purchases  
NOT TO EXCEED: \$1,545,806.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20952  
Sponsor: Ronald E. Finley  
Date: May 16, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20952
Sponsor(s):	Ronald E. Finley	Legislature Meeting Date:	5/16/2022

Introduction
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a contract for Jail Management, Records Management, and Computer Aided Dispatch software for use by the Sheriff's Office and Detention Center to CentralSquare Technologies, LLC, of Lake Mary, FL, under the terms and conditions of Request for Proposals No. 52-21.

Request Summary
The Sheriff's Office and Detention Center require replacement Jail Management, Records Management, and Computer Aided Dispatch software. The Purchasing Department released Request for Proposals No. 52-21, and received five proposals. Two were rejected as noncompliant. Three were extensively evaluated by Committee. Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends award to CentralSquare Technologies, LLC, of Lake Mary, FL, under the terms and conditions of Request for Proposals No. 52-21 as the best and lowest proposal received. This award is for the one-time initial purchase and implementation, and three total years of service and maintenance at an actual cost to the county not to exceed \$1,545,805.94.

Contact Information			
<b>Department:</b>	Sheriff	<b>Submitted Date:</b>	4/26/2022
<b>Name:</b>	Danny F. Barnes	<b>Email:</b>	DBarnes@jacksongov.org
<b>Title:</b>	Sergeant - Technology Supervisor	<b>Phone:</b>	816-810-5954

Budget Information			
Amount authorized by this legislation this fiscal year:			\$1,545,806
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$1,545,806
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
013 (County Improvement Fund)	1305 (Information Technology)	56661 (Software Purchases)	\$1,545,806

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals are waived - insufficient MBE or WBE firms available	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

Submitted by Sheriff requestor: Danny F. Barnes on 4/26/2022 12:00:00 AM. Comments:

Approved by Department Approver Danny F. Barnes on 4/27/2022 12:43:07 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/27/2022 2:21:16 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/27/2022 4:07:11 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 4/27/2022 4:51:18 PM.  
Comments: On the Budget Info tab, under the Budget Information section, the \$1,545,806 needs to be input on the first line. It should then auto-populate onto the third line as well.

Submitted by Requestor Danny F. Barnes on 4/27/2022 5:00:44 PM. Comments:

Approved by Department Approver Danny F. Barnes on 4/27/2022 5:13:45 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/28/2022 8:32:30 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/28/2022 9:36:43 AM. Comments:

Approved by Budget Office Approver Mark Lang on 4/28/2022 12:58:49 PM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvya Stevenson on 4/28/2022 1:22:12 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 5/3/2022 10:15:01 AM. Comments: Adjustments to the request summary per our email conversation. Thanks!

Submitted by Requestor Danny F. Barnes on 5/4/2022 11:23:01 AM. Comments:

Approved by Department Approver Ronald A. Fletcher on 5/4/2022 12:01:51 PM. Comments:  
Approved.

Approved by Purchasing Office Approver Barbara J. Casamento on 5/4/2022 12:17:12 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/4/2022 1:41:21 PM. Comments:





# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To: Ms. Barbara Casamento, Jackson County Purchasing Department**  
**From: Sgt. Danny Barnes, #25**  
**Re: RFP No. 52-21, Final Evaluation Committee Recommendation**  
**Date: 03-30-2022**

---

Ms. Casamento,

This memorandum is supplemental to the previous memorandum of 03-01-2022, titled "RFP No. 52-21, Jail Management System – Records Management System – CAD," and serves as the final recommendation of the Evaluation Committee.

Following submission of the previous memo, your office provided the Evaluation Committee with pricing information from each of the proposals and was consulted regarding scoring "Responsiveness to RFP – 6.7.1".

Each of the respondents were found to have been responsive to the RFP, and to have complied with the Purchasing Department's requirements as to form and format. They were each awarded maximum possible points in the category.

	<u><i>Category Totals (6.7.1)</i></u>
<i>365Labs</i>	<i>10</i>
<i>CentralSquare</i>	<i>10</i>
<i>Motorola Solutions</i>	<i>10</i>

During evaluation of the pricing information, it was discovered that available features from respondent CentralSquare which would satisfy one or more of the RFP's scope requirements were not listed on the quote. The respondent was contacted; the features and associated pricing were added prior to evaluation to ensure fair comparison of pricing amongst respondents.

The pricing information evaluated from CentralSquare was identical to that submitted with their proposal, with the following additions: Field Ops (Mobility Client), Priority SMS Paging, Caller Location Query (CLQ).

The pricing information evaluated from 365Labs and Motorola Solutions was as submitted with their proposals.

During evaluation of pricing, the Committee considered *three-year total cost of ownership*, inclusive of initial purchase cost, and maintenance / service for the first three years. The Committee also considered the anticipated continuing annual maintenance and service costs for each of the respondents.

365Labs provided pricing for an on-site or cloud-based deployment. The pricing for the on-site deployment was evaluated, as both other respondents only provided on-site deployment pricing, and on-site deployment was the Evaluation Committee’s overall preference. 365Labs provided their pricing as an initial purchase and deployment cost and provided annual service and maintenance costs. The annual service and maintenance costs were multiplied by three for purposes of calculating a three-year total cost of ownership and listed individually as anticipated continuing cost of ownership.

CentralSquare provided pricing for an on-site option, including initial purchase and deployment costs, and annual service, maintenance, and subscription costs. The annual service, maintenance, and subscription costs were multiplied by three for purposes of calculating a three-year total cost of ownership and listed individually as anticipated continuing cost of ownership.

Motorola Solutions provided pricing for an on-site option, including initial purchase and deployment costs, and provided pricing for three years of annual service, maintenance, and storage costs. The three-year annual service, maintenance, and storage costs figure was divided by three and listed for our evaluation of anticipated continuing cost of ownership.

These costs of ownership were as follows:

**Three-Year Cost of Ownership (including initial purchase and services, and three years of service and maintenance)**

<i>365Labs</i>	<i>\$ 2,317,150.00</i>
<i>CentralSquare</i>	<i>\$ 1,716,769.20</i>
<i>Motorola Solutions</i>	<i>\$ 3,000,000.00</i>

**Anticipated Continuing Cost of Ownership (anticipated annual service and maintenance fees)**

<i>365Labs</i>	<i>\$ 150,000.00</i>
<i>CentralSquare</i>	<i>\$ 178,572.40</i>
<i>Motorola Solutions</i>	<i>\$ 166,666.66</i>

Considering this information, points were awarded to the respondents in the pricing category:

	<b><u>Category Totals (6.7.6)</u></b>
<i>365Labs</i>	<i>10</i>
<i>CentralSquare</i>	<i>15</i>
<i>Motorola Solutions</i>	<i>5</i>

Adding scores for categories 6.7.1 and 6.7.6 to the previously-scored categories results in the following final scoring of the respondents' proposals:

<u>Scoring Category</u>	<u>365Labs</u>	<u>CentralSquare</u>	<u>Motorola Solutions</u>
<i>Responsiveness to RFP</i>	10	10	10
<i>Product/Services Proposed</i>	14	18	17
<i>Respondent's Experience and Qualifications</i>	5	8	9
<i>References</i>	6	8	8
<i>Successful Demonstration of Solution</i>	11	17	16
<i>Pricing</i>	10	15	5
	—	—	—
	<b>56</b>	<b>76</b>	<b>65</b>

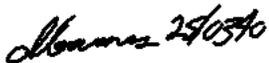
The previous memo indicated that CentralSquare had a very slight lead in the categories of Products and Services Proposed, and Successful Demonstration of Product (arguably the most important categories the Committee was tasked with scoring). Additionally, confidence gauging of the Committee revealed a slightly higher level of confidence that CentralSquare was an ideal solution for the Sheriff's Office and Detention Center.

Motorola Solutions' proposal was very competitive with CentralSquare's in the above-mentioned categories of Products and Services Proposed, and Successful Demonstration of Product. They slightly trailed CentralSquare due in part to failure to satisfy scope requirements that were important to the Committee, including an included and fully-integrated electronic ticketing solution, and a two-way interface with CJIS systems.

The three-year total cost of ownership as proposed in response to the RFP for the CentralSquare solution is 43% lower than that of Motorola Solutions'.

**The Evaluation Committee recommends the proposal from CentralSquare.**

Thank you for your continued assistance,



Sgt. Danny F. Barnes, #25

Technology Supervisor, Jackson County Sheriff's Office and Detention Center

Evaluation Committee Coordinator



# Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

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## INTER-OFFICE MEMO

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**To: Ms. Barbara Casamento, Jackson County Purchasing Department**

**From: Sgt. Danny Barnes, #25**

**Re: RFP No. 52-21, Jail Management System – Records Management System - CAD**

**Date: 03-01-2022**

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Ms. Casamento,

The Evaluation Committee that was formed to evaluate responses to RFP No. 52-21, Jail Management System – Records Management System – Computer Aided Dispatch System, is pleased to notify you that evaluation of the following scoring categories within the RFP have been completed, and are documented in this memorandum:

6.7.2	Product/Services Proposed	20 points
6.7.3	Respondent's Experience and Qualifications	10 points
6.7.4	References	10 points
6.7.5	Successful Demonstration of Solution	20 points

To evaluate these scoring categories, a twenty-two-member Evaluation Committee was formed consisting of ten members representing Sheriff's Office law enforcement operations, ten members representing Sheriff's Office Detention Center operations, and two members representing the Jackson County Information Technology Department.

Members selected to serve on the Evaluation Committee represented a wide range of operational experience and subject matter expertise, and included members who have specialized in detention operations, patrol, communications, investigations, training, warrants, detention records, inmate services, crime data analysis and information management.

### **Product/Services Proposed**

The Committee scored the Product/Services Proposed category based upon respondent completion of the Project Checklist (10 points possible) and in-person demonstrations by each respondent of their proposed solution (10 points possible).

The Project Checklist contained 461 requirements from the scope of services for the proposed JMS-RMS-CAD system. Respondents were asked to identify and document whether their proposed solution met (2 points), did not meet (0 points), or partially met (1 point) each of the requirements. The totals of the numeric values assigned for each checklist item were divided by the total possible, resulting in the following points awarded based upon the Project Checklist:

Project Checklist

365Labs	9
CentralSquare	10
Motorola Solutions	9

Respondents provided in-person demonstrations of their solutions and took questions from Evaluation Committee members. After each of these demonstrations, members were asked to complete a 100-item questionnaire rating their confidence level of the respondents' proposed solutions suitability for Jackson County.

These questionnaires were tabulated and used to calculate the points awarded for the Product/Services Proposed category based upon the solution demonstrations:

Solution Demonstrations Questionnaires

365Labs	5
CentralSquare	8
Motorola Solutions	8

Finally, the points awarded using the Project Checklists and Solution Demonstrations were combined to result in the final points awarded for the Product/Services Proposed category:

<u>Project Checklist</u>		<u>Solution Demonstrations</u>		<u>Category Totals (6.7.2)</u>
365Labs	9	365Labs	5	<b>14</b>
CentralSquare	10	CentralSquare	8	<b>18</b>
Motorola Solutions	9	Motorola Solutions	8	<b>17</b>

**Respondent's Experience and Qualifications**

The Evaluation Committee found that respondents CentralSquare and Motorola Solutions, Inc., had similar experience and qualifications. These two respondents have also evolved into their current forms over the past decade through acquisitions and mergers of previous, established JMS/RMS/CAD vendors.

Three established JMS/RMS/CAD vendors, TriTech, Superior, and Zeurcher, combined in 2018 to form CentralSquare, which CentralSquare reports now serves over 7,600 customers with public safety software solutions.

Motorola Solutions, Inc., acquired Spillman, Inc., in 2016, along with their Flex public safety software solution, which had been previously provided and serviced by Spillman since the late 1970s. Motorola reports that the Flex product serves over 2,400 customers.

Considering the thorough information provided by each of these two respondents in their written proposals, and that presented in-person during product demonstrations, the Evaluation Committee was confident that both respondents had impressive experience and qualifications.

However, the committee scored Motorola Solutions with a slight edge in the category, due to the product offered today having grown from a single previous product and having been brought under the Motorola Solutions umbrella two years earlier than the CentralSquare offering having been consolidated into its current nature.

365Labs stood noticeably apart from the other two respondents; their JMS/RMS/CAD solution is a very new project. 365Labs, prior to 2016, was known as General Informatics. 365Labs has years of experience providing eTicketing solutions to law enforcement agencies. Their eTicketing solution is fully operational and well-established. Their JMS/RMS/CAD solution, however, is currently not fully operational or fully in-use by any agency and is very much a work in progress. 365Labs was upfront about this, and freely discussed the many opportunities and challenges that Jackson County may experience working with them. Members of the 365Labs team working on the JMS/RMS/CAD solutions have previous experience working with other vendors' existing solutions. While the Committee was impressed with the qualifications of the staff who presented the solution in-person, and those documented in 365Labs' written proposal, we felt it necessary that the lack of experience (as a company) in providing viable JMS/RMS/CAD solutions be considered in this scoring category.

<u>Respondent</u>	<u>Category Totals (6.7.3)</u>
365Labs	5
CentralSquare	8
Motorola Solutions	9

**References**

365Labs provided references, all in the same geographical area surrounding Baton Rouge, LA. The references have been using 365Labs eTicketing solutions for up to 9 years, but RMS offense / incident reporting, jail management, and CAD for only about one year, with their full adoption of those solutions still in-progress. References were enthusiastic in their praise of 365Labs' forward thinking, modern approach to public safety software, and in their team-based approach to their implementation of the product. Overall, the references were positive, but the score in the category is severely impacted by the very limited number of references available from actual users of the implemented solution. There was effectively only one agency to speak to regarding the full suite included in the proposal, and the full solution was not fully implemented. 365Labs was positively regarded by the Evaluation Committee for having provided the reference from a detention facility that exceeds the size of the JCDC.

CentralSquare provided references in their written proposal from agencies that are not comparable in number of personnel or number of detainees. CentralSquare was asked to provide additional references from agencies and facilities similar in size to Jackson County Sheriff's Office and Detention Center and did so. Members of the Committee found references for CentralSquare to be positive overall with no information received that dissuaded the Committee from continued consideration of CentralSquare's proposal.

Motorola Solutions provided references in their written proposal from agencies that are not comparable in number of personnel or number of detainees. Motorola Solutions was asked to provide additional references from agencies and facilities similar in size to Jackson County Sheriff's Office and Detention Center and did so. Members of the Committee found references for Motorola Solutions to be positive overall with no information received that dissuaded the Committee from continued consideration of Motorola's proposal.

<u>Respondent</u>	<u>Category Totals (6.7.4)</u>
365Labs	6
CentralSquare	8
Motorola Solutions	8

**Successful Demonstration of Product**

Respondents provided in-person demonstrations of their solutions and took questions from Evaluation Committee members. After each of these demonstrations, members were asked to complete a 100-item questionnaire rating their confidence level of the respondents’ proposed solutions suitability for Jackson County.

These questionnaires were tabulated and used to calculate half (ten) of the possible points awarded for the Successful Demonstration of Product category based upon the solution demonstrations:

	<u>Questionnaire Scores</u>
365Labs	5
CentralSquare	8
Motorola Solutions	8

In addition to the questionnaires, Evaluation Committee members present at the demonstrations were asked to provide comments and answer a series of questions specifically applicable to the demonstrations of the solutions. Using these responses, and discussion amongst the Evaluation Committee, the other half (ten) of the possible points to be awarded in the Successful Demonstration of Product category were awarded as follows:

	<u>Demonstration Scores</u>
365Labs	6
CentralSquare	9
Motorola Solutions	8

Considered together, the total score for the Successful Demonstration of Product category:

	<u>Category Totals (6.7.5)</u>
365Labs	11
CentralSquare	17
Motorola Solutions	16

**Totals for this Memorandum**

<u>Scoring Category</u>	<u>365Labs</u>	<u>CentralSquare</u>	<u>Motorola</u>
Product/Services Proposed	14	18	17
Respondent’s Experience and Qualifications	5	8	9
References	6	8	8
Successful Demonstration of Solution	11	17	16
	—	—	—
	<b>36</b>	<b>51</b>	<b>50</b>

As reflected by the scores reported above, the proposals from CentralSquare and Motorola were very competitive. Questionnaires completed by Evaluation Committee members included questions that allowed the members to express how suitable they believed each proposal to be if the cost to taxpayers was “about the same,” “significantly less than,” or “significantly more than” the other proposals.

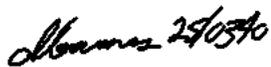
If the expense for the three proposals is “about the same”, only 27% of the Committee believed that 365Labs’ solution would be acceptable. 92% of the Committee indicated that if pricing was equal, solutions proposed by CentralSquare and Motorola Solutions would both be acceptable.

If CentralSquare’s solution is “significantly more costly” to taxpayers, 85% of the Committee believed that it would be an acceptable solution, and 39% believed it would be an “ideal solution.”

If Motorola Solutions’ solution is “significantly more costly” to taxpayers, 80% of the Committee believed that it would be an acceptable solution, and 27% believed it would be an “ideal solution.”

The Evaluation Committee is requesting that the Purchasing Department score and provide scores for the “Responsiveness to Request for Proposals” category (6.7.1) and provide the Committee with pricing information for review and scoring in the “Pricing” category (6.7.6) prior to making a final recommendation to the Purchasing Department.

Thank you for your continued assistance,

A handwritten signature in black ink, appearing to read "Barnes 250370".

Sgt. Danny F. Barnes, #25

Technology Supervisor, Jackson County Sheriff’s Office and Detention Center

Evaluation Committee Coordinator

# Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

CentralSquare Technologies  
1000 Business Center Drive  
Lake Mary, FL 32746  
2022 Certificate: 20211228VC767

Issued: 2021-12-28  
Expires: 2022-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

A handwritten signature in black ink, appearing to read "Janet Smith", is written over a horizontal line.

Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, INC.		<b>NAMED INSURED</b> CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	
<b>POLICY NUMBER</b>			
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Excess Directors and Officers:

Carrier: Berkshire Hathaway Specialty Insurance Company  
 Policy Number: 47-EMC-317273-01  
 Effective Date: 08/31/2021  
 Expiration Date: 08/31/2022  
 Limit: \$10M x \$10M

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

**A RESOLUTION** awarding a twelve-month term and supply contract with one twelve-month option to extend for guardrail installation and repairs for use by the Public Works Department to James H. Drew Corporation of Sedalia, MO, under the terms and conditions of City of Lee's Summit Contract No. 2018-036/4R, an existing competitively-bid government contract.

**RESOLUTION NO. 20953**, May 16, 2022

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Public Works Department, has a continuing need for guardrail installation and repair throughout the unincorporated areas of the County; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Directors of Public Works and Finance and Purchasing recommend the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of guardrail installation and repair to James H. Drew Corporation of Sedalia, MO, under the terms and conditions of the City of Lee's Summit Contract No. 2018-036/4R, an existing competitively-bid government contract; and,

WHEREAS, award under the existing government contract is recommended to allow the County to take advantage of the substantial discounts offered to large entities; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Public Works and Finance and Purchasing, and that the Director of Finance and Purchasing be and hereby is 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 on the contract, and any extensions thereto, to the extent that sufficient appropriations are contained in the then current County budget.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20953 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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 is subject to annual appropriation.

5/12/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20953  
Sponsor: Jalen Anderson  
Date: May 16, 2022

<b>Completed by County Counselor's Office</b>			
Action Requested:	Resolution	Res.Ord No.:	20953
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	5/16/2022

<b>Introduction</b>
<b>Action Items:</b> ['Award']
<b>Project/Title:</b>
Awarding a Term and Supply Contract for installation and repair of guardrails for use by the Public Works Department to James H. Drew Corp. Of Sedalia, Mo. under the terms and conditions of the City of Lees Summit Contract No.2018-036/4R, an existing government contract.

<b>Request Summary</b>
<p>The Public Works department is in need of improvements and repairs to various guardrails. The City of Lees Summit has an existing term and supply contract which the vendor will allow Jackson County to use.</p> <p>The Director of Finance and Purchasing recommends the award of a term and supply contract for the installation and repairs of guardrail to James H. Drew Corp., of Sedalia, Mo., under the conditions of the City of Lees Summit Contract No. 2018-036/4R a competitively bid government contract with fixed unit pricing.</p> <p>This award is made on as " as needed" basis and does not obligate Jackson County to pay any specific amount.</p> <p>This term and supply contract with Lees Summit terminates on December 31st, 2022.</p> <p>Estimated usage: \$140,000.</p>

<b>Contact Information</b>			
<b>Department:</b>	Public Works	<b>Submitted Date:</b>	5/2/2022
<b>Name:</b>	Earl J. Newill	<b>Email:</b>	ENewill@jacksongov.org
<b>Title:</b>	Chief Engineer	<b>Phone:</b>	816-401-6401

<b>Budget Information</b>			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:
			<b>!Unexpected End of Formula</b>

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
In Compliance	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE: .00%	
WBE: .00%	
VBE: .00%	
<b>Prevailing Wage</b>	
Approval of a Term and Supply contract which may include construction project(s) over \$75000	

<b>Fiscal Information</b>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Submitted by Public Works requestor: Earl J. Newill on 5/2/2022. Comments: This eRLA is replacing eRLA 496 which has developed unrepairable technical issues.

Returned for more information by Department Approver Kristina J. Johnson on 5/2/2022 2:21:11 PM. Comments: Spelling error

Submitted by Requestor Earl J. Newill on 5/2/2022 2:28:22 PM. Comments: Fixed spelling error.

Approved by Department Approver Brian Gaddie on 5/3/2022 5:24:57 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 5/4/2022 11:41:17 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/4/2022 2:02:13 PM. Comments:

Approved by Budget Office Approver Mark Lang on 5/5/2022 9:30:02 AM. Comments: No fiscal note required for a T&S contract.

Approved by Executive Office Approver Sylvania Stevenson on 5/5/2022 11:42:46 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/12/2022 9:14:50 AM. Comments:



# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: November 11, 2021

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services Division

RE: On Call Guardrail Projects  
Bid 2018-036/4R

Vendor	James H Drew Corporation 1578 E Boonville Street Sedalia, MO 65301
Phone & Fax	660-826-2335 660-827-6414 (fax)
Contact Person	Karen Davis
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	January 1, 2022 through December 31, 2022

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED - RENEWAL

November 11, 2021

James H. Drew Corporation  
Attn: Karen Davis  
1578 E Boonville Street  
Sedalia, MO 65301

Re: Award of Yearly Contract for Guardrail Projects  
Contract Number: 2018-036/4R

Dear Ms. Davis:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be January 1, 2022 through December 31, 2022. This is the final renewal term. A copy of the contract document is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

*DeeDee Tschirhart*

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Bid file  
Accounts Payable

THIS RENEWAL CONTRACT, made this 11 day of Nov., 2021, is herein called Yearly Contract for Guardrail Projects between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and James H. Drew (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 13<sup>th</sup> day of October 2017 file with City his Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2018-036 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 1<sup>st</sup> day of January 2022. Contract period from January 1, 2022 to December 31, 2022. This is the final renewal term. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2018-036; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the final renewal period, based on performance, quality of work and service and the acceptance of the agreed upon renewal pricing for this contract period submitted by Supplier.
8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions

Stephen A. Arbo 11/11/21  
Stephen A. Arbo, City Manager Date

ATTESTED:  
Stacy Lombardo  
Office of the City Clerk

APPROVED AS TO FORM  
Daniel R. White  
Daniel R. White, Chief Counsel of Management and Operations



James H. Drew Corporation  
Company Name

Gene Lindley  
Company Authorized Signature

C.O.O. October 25, 2021  
Date

Gene Lindley  
Type or Print the Name of Authorized Person



# LEE'S SUMMIT MISSOURI

RENEWAL PRICING SHEET FOR 2018-036/4R

4.0 PRICING: Fixed Unit Price for Guardrail Repair/Replacement/Installation. All pricing shall remain firm and fixed for the duration of the contractual term.

Description	Unit	Fixed Unit Price	Days to Commence Work (after receipt of PO)
Mobilization	Hour	\$ 113.37	7 days
Mobilization	Calendar Day	\$ 891.00	7 days
Traffic Control – 1 Lane Closure, Two-Lane Roadway	LS	\$ 706.82	7 days
Traffic Control – 1 Lane Closure, Multi-Lane Roadway	LS	\$ 1063.26	7 days
Guardrail Beam Guide	LF	\$ 47.79	7 days
Guardrail Cable (three-strand)	LF	\$ 23.08	7 days
Guardrail Post (Steel) – Standard Post Installation	EA	\$ 105.30	7 days
Guardrail Post (Wood) – Standard Post Installation	EA	\$ 145.80	7 days
Guardrail Post (Steel) – Post Installation Through Rock	EA	\$ 230.85	7 days
Guardrail Post (Wood) – Post Installation Through Rock	EA	\$ 240.57	7 days
Cable Guardrail Post – Standard Post Installation	EA	\$ 125.05	7 days
Cable Guardrail Post – Post Installation Through Rock	EA	\$ 133.65	7 days
Guardrail Beam with Steel Posts – Standard Post Installation	LF	\$ 76.95	7 days
Guardrail Beam with Wood Posts – Standard Post Installation	LF	\$ 76.95	7 days
Guardrail Beam with Steel Posts – Post Installation Through Rock	LF	\$ 86.67	7 days
Guardrail Beam with Wood Posts – Post Installation Through Rock	LF	\$ 86.67	7 days
Guardrail End Terminal – Type A Flared	EA	\$ 4212.00	7 days
Guardrail End Terminal – Type A Non-Flared	EA	\$ 4212.00	7 days
Re-Set Existing Guardrail Beam	LF	\$ 53.41	7 days
Re-Set Existing Guardrail Cable	LF	\$ 20.25	7 days

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**CERTIFICATE OF INSURANCE:** The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

**NOTICE OF CLAIM:** The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

**SUB-CONTRACTOR'S INSURANCE:** If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

**COMMERCIAL GENERAL LIABILITY POLICY:**

Limits:

Each occurrence	\$ 2,000,000
Personal & Advertising Injury	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
General Aggregate	\$ 2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY:** Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto

OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000
Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

**WORKERS' COMPENSATION:** This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS:**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

## GENERAL TERMS AND CONDITIONS

### GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

    - (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.

- (2) Date of bonds shall be the same as the date of City's execution of the contract.
  - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
  - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
  - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
  - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
  - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
  - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
  - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
  - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
  - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.**

**GENERAL CONTRACTUAL REQUIREMENTS.**

1. **DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed

upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D  Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

**NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
  - (2) To any acts of the City.
  - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
  - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
  - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
  - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

## Earl J. Newill

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**From:** Jessica Hire <jhire@jameshdrew.com>  
**Sent:** Wednesday, April 27, 2022 8:13 AM  
**To:** Earl J. Newill  
**Subject:** EXTERNAL Prevailing Wage Order  
**Attachments:** 20220427080537051.pdf

WARNING: This email originated outside of Jackson County.  
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Earl,

I have attached the PWO that we are working under with The City of Lee's Summit contract. Please let me know if you are needing any other documentation for your legislature approval. Thank you.

*Jessica Hire*

Office Operations Manager  
James H Drew Corporation.  
jhire@jameshdrew.com  
660-826-2335



 Please consider the environment  
before printing this email.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 28

Section 048  
**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$64.10
Boilermaker	*\$35.84
Bricklayer	\$57.79
Carpenter	\$58.91
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$53.63
Plasterer	
Communications Technician	\$54.21
Electrician (Inside Wireman)	\$64.85
Electrician Outside Lineman	\$69.42
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$35.84
Glazier	\$55.96
Ironworker	\$65.06
Laborer	\$47.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$52.40
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.15
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.71
Plumber	\$72.02
Pipe Fitter	
Roofer	\$56.28
Sheet Metal Worker	\$69.56
Sprinkler Fitter	\$61.52
Truck Driver	*\$35.84
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$58.86
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$35.84
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
<b>Laborer</b>	<b>\$48.78</b>
General Laborer	
Skilled Laborer	
Operating Engineer	\$57.36
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.89
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

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

**A RESOLUTION** awarding a contract for annual software maintenance for use by the Recorder of Deeds Department to Aumentum Technologies of Niagara Falls, NY, at an actual cost to the County in the amount of \$87,980.00, as a sole source purchase.

**RESOLUTION NO. 20954**, May 16, 2022

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Recorder of Deeds Department has a continuing need for the maintenance of its Ascend computer software; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing has determined that this maintenance can be obtained from only one source, the manufacturing vendor, as the software requiring maintenance is of a proprietary nature; and,

WHEREAS, the Director of the Finance and Purchasing and Recorder of Deeds Departments recommend the award of a contract for the needed maintenance to Aumentum Technologies of Niagara Falls, NY, at an actual cost to the County in the amount of \$87,980.00, as a sole source purchase; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Finance and Purchasing and Recorder of Deeds, and that the Director of Finance of Purchasing be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award;

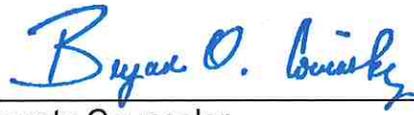
and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing 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 FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20954 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

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: 042 1801 56662  
ACCOUNT TITLE: Recorder's Technology Fund  
Records  
Software Maintenance  
NOT TO EXCEED: \$87,980.00

5/12/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

# Request for Legislative Action

Res. #20954  
Sponsor: Tony Miller  
Date: May 16, 2022

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20954
Sponsor(s):	Tony Miller	Legislature Meeting Date:	5/16/2022

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Authorize the purchase of annual software maintenance agreement for the use by the Recorder of deeds office from Aumentum (manatron) of Niagara Falls, NY at a total cost to the County of \$87,980.00 as a sole source purchase.

Request Summary
The Recorder of Deeds Office requires a Maintenance Agreement on their Records Management Software Systems. Aumentum is considered a Sole Source as they are the original developer and owner of the software and would provide maintenance and upgrades on the software.
Pursuant to Section 1030.1 of the Jackson County Code, the Recorder of Deeds Office and the Purchasing Department recommend the purchase of the Annual Software Maintenance Agreement for use by the Recorder of Deeds Office from Aumentum (manatron) Software of Niagara Falls, NY in the amount of \$87,980.00 as a Sole Source purchase.

Contact Information			
<b>Department:</b>	Recorder of Deeds	<b>Submitted Date:</b>	4/19/2022
<b>Name:</b>	Amber Anderson	<b>Email:</b>	AAnderson@jacksongov.org
<b>Title:</b>	Recorder of deeds supervisor	<b>Phone:</b>	816-881-4482

Budget Information			
Amount authorized by this legislation this fiscal year:			\$87,980
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$87,980
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
042 (Recorder's Technology Fund)	1801 (Records)	56662 (Software Maintenance)	\$87,980

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5090	April 16, 2018
5298	December 2, 2019
Prior Resolution	
Resolution:	Resolution date:
20484	September 14, 2020
20711	July 6, 2021
20869	February 14, 2022

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Sole Source
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Sole Source	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.</li> </ul>	

## Request for Legislative Action

This eRLA has been previously submitted and restarted. Original comments are below.

Submitted by Recorder of Deeds requestor: Amber Anderson on 4/19/2022 12:00:00 AM. Comments:

Approved by Department Approver Diana M. Smith on 4/27/2022 9:25:16 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/27/2022 10:08:23 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 4/27/2022 1:44:24 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/27/2022 4:47:04 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 4/28/2022 1:24:55 PM. Comments:

Returned for more information by Counselor's Office Approver Elizabeth Freeland on 5/2/2022 9:57:48 AM. Comments: Please use "on agenda" date for prior legislation. Thanks!

Resubmitted by Requestor Amber Anderson on 5/2/2022 10:56:08 AM. Comments: updated the on agenda date.

New comments begin here.

Submitted by Recorder of Deeds requestor: Amber Anderson on 4/19/2022. Comments:

Approved by Department Approver Diana M. Smith on 5/5/2022 12:59:01 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 5/5/2022 3:01:11 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 5/6/2022 9:44:30 AM. Comments:

Approved by Budget Office Approver Mark Lang on 5/6/2022 3:15:53 PM. Comments:

Approved by Executive Office Approver Sylvania Stevenson on 5/10/2022 9:07:52 AM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 5/12/2022 10:03:02 AM. Comments:



**Invoice No.** MANMN0001530  
**Date** 10/28/2021  
**Due Date** 01/01/2022  
**Customer No.** 2545000-REC  
**Page** 1 of 1



**Bill To**  
 JACKSON COUNTY RECORDER  
 415 E 12TH ST RM 104  
 KANSAS CITY, MO, 64106-2706  
 United States

**Ship To**  
 JACKSON COUNTY RECORDER  
 415 E 12TH ST RM 104  
 KANSAS CITY, MO 64106-2706  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
	JAN-DEC22	MN JAN	HARRIS-US\$

Quantity	Item No	Description	Unit Price	Amount
1.00	REC-RECORDER-S	Recorder System Spt: January 2022 to December 2022	74,718.00	74,718.00
1.00	REC-LEAD TOOLS-S	Lead Tools SW Spt (42) *Included* OCR/35 Document Imaging and 42 read Write Plug ins: January 2022 to	0.00	0.00
1.00	REC-ERECORDING-S	eRecording Support: January 2022 to December 2022	13,262.00	13,262.00

**Remit To:**  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484  
 Chicago, Il 60674-8484

Subtotal	87,980.00
Misc	0.00
Taxes	0.00
Freight	0.00
Payments/Credits	0.00
<b>Total</b>	<b>87,980.00</b>



Invoice Questions? Please call or email Deb Loveridge at 866-471-2900 ext. 77723 or  
[ar\\_aumentum@harriscomputer.com](mailto:ar_aumentum@harriscomputer.com)

**Thank you for your business!**

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

**A RESOLUTION** authorizing the Jackson County Legislature to hold a closed meeting on Monday, May 16, 2022, for the purpose of conducting privileged and confidential communications between itself and the Jackson County Counselor under section 610.021(1) of the Revised Statutes of Missouri, and closing all records prepared for discussion at said meeting.

**RESOLUTION NO. 20955**, May 16, 2022

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Jackson County Legislature desires to hold a closed meeting on Monday, May 16, 2022, during the regularly scheduled meeting of the Legislature; and,

WHEREAS, public notice of such closed meeting has been given by inclusion of this Resolution on the published agenda for said meeting; and,

WHEREAS, the purpose of such closed meeting is to conduct privileged and confidential communications between the Legislature and the Jackson County Counselor concerning the status of legal actions, causes of action, and/or litigation; and,

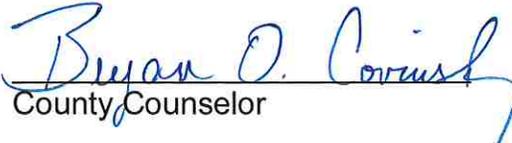
WHEREAS, such closed meeting is allowable under section 610.021(1) of the Revised Statutes of Missouri; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature be authorized to hold a closed meeting during the regularly scheduled meeting of the Legislature on Monday, May 16, 2022, pursuant to section 610.021(1), RSMo, and closing all records prepared in connection therewith.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20955 of May 16, 2022, was duly passed on \_\_\_\_\_, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature