REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Restantion: 18363

Sponsor(s):
Date:

Bob Spence January 13, 2014

				,		
SUBJECT	Action I	Requested				
	⊠ Res	olution			•	
	_	inance			•	
	Project/	Title: Awarding a Twenty-Four Month Ter	rm and Supply Con	tract with a Three	Twelve Month exten	ision
	Public V	Vorks Department to Caman Construction	of Kansas City, M	issouri under the 10	erms and Conditions	<u>, 01</u>
	<u>Invitatio</u>	on to Bid No. 73-13.				
BUDGET		nt authorized by this legislation this fiscal	 vear:		\$	
INFORMATION	Amou	nt previously authorized this fiscal year:			\$	
To be completed By Requesting	Total a	amount authorized after this legislative act	ion:		\$	
Department and	Amou	nt budgeted for this item * (including trans	sters):		\$	
Finance	Source	e of funding (name of fund) and account co	ode number:			
	* If accou	int includes additional funds for other expenses, total	budgeted in the accoun	t is: \$		
	•	R FINANCIAL INFORMATION:				
		t to the first sets manifed)				
	☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:					
	Department: Facilities Management Estimated Use. \$50,000.00					
	Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated					
	Reques	ting approval by the Legislature of the Tell the annual budget adoption. Estimated us	se figures are for in	formational purpos	ses only.	
	Prior Y	ear Budget (if applicable): \$100,000.00 ear Actual Amount Spent (if applicable):	\$239,564.19 *			
					120 ECA 10 add	lad for
	*The o	riginal award amount of \$100,000.00 was	added and addition	al funds totaling \$1	139,564.19 were add	ied for
	the She	eriff's Headquarters/Repairs, Annex Repair	rs, and End of Year	purchases.		
	Deign	rdinances and (date): N/A				
PRIOR LEGISLATION_	Prior o	esolutions and (date): 16776, December 1	0, 2008			
CONTACT				D 991 2465		
INFORMATION	RLA d	rafted by (name, title, & phone): Anessa (Culbertson, Senior	buyer, 881-3465	and Supply Contrac	t for the
REQUEST	RLA drafted by (name, title, & phone): Anessa Curbettson, school Bayes, serior Bayes,					
SUMMARY						
	A total of 22 notifications were distributed and three responses were received and evaluated:					
			Larrison	The Wilson	Caman	
	11		Construction			
		General Contractor Service	Inc.	Group Inc.	Construction	
		General Contractor Service	<u> </u>			
	No	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	
	1	Asbestos Worker				
		Regular Work Hours	\$88.00	\$100.32	\$72.42	
	11	Overtime Work Hours	\$114.00	\$133.42	\$92.75	
	2	Carpenter				
	11	Regular Work Hours	\$85.00	\$78.99	\$69.50	

	3	Laborer (Building)				
		Regular Work Hours	\$68.00	\$64.55	\$56.50	
·		Overtime Work Hours	\$88.00	\$85.63	\$76.22	İ
	4	General Laborer				
		Regular Work Hours	\$69.50	\$63.30	\$56.50	
		Overtime Work Hours	\$89.75	\$83.76	\$76.22	
	5	Linoleum Layer & Cutter				
		Regular Work Hours	\$90.00	\$75.51	\$90.50	
		Overtime Work Hours	\$135.00	\$101.91	\$127.00	
	6	Plumber				
		Regular Work Hours	\$105.00	\$100.82	\$98.17	
		Overtime Work Hours	\$153.00	\$137.42	\$136.50	
	7	Painter				
		Regular Work Hours	\$77.00	\$68.07	\$68.25	
		Overtime Work Hours	\$104.00	\$90.37	\$93.45	
	8	Plasterer				
		Regular Work Hours	\$85.00	\$69.78	\$77.75	
		Overtime Work Hours	\$127.00	\$89.75	\$103.00	
	9	Marble Mason				
		Regular Work Hours	\$100.00	\$74.47	\$86.62	
		Overtime Work Hours	\$150.00	\$100.30	\$130.20	
		% Markup on Materials (Mark-Up				
	10	from Successful Contractor's Price)				
		Regular Work Hours	17%	12%	10%	
		Overtime Work Hours	17%	15%	10%	
-	11	Mileage Rate, If Any				
		Regular Work Hours	0	0	0	ł
		Overtime Work Hours	0	0	0	
	recom Divisi Condi	ant to Section 1054.6 of the Jackson County mends the award for the furnishing of Gene ion of the Public Works Department to Cam itions of Invitation to Bid No. 73-13 as the l award is made on an "As Needed" basis and vailability of funds for specified purchases	eral Contractor Servan Construction of owest and best bidden does not obligate J	ice for use by the F Kansas City, Misso er. ackson County to p	acilities Manageme ouri; under Terms ar	nd
CLEARANCE	⊠ B ⊠ C	ax Clearance Completed (Purchasing & Deptusiness License Verified (Purchasing & Deptusiness License Verified (Purchasing & Deptusiness License & Chapter 6 Compliance - Affirmative Action/Industrial Memoral Abstract of Bids, Recommendation Memoral	partment) Prevailing Wage (Co			Caman
ATTACHMENTS		Abstract of Bids, Recommendation Memoral truction's bid.	ndum nom Osing D		Portmont pages or	
REVIEW		rtment Director.	Turn		Date: //7/20/	14
		ice (Budget Approval): blicable NA Delana	1 Ball		Date: 1-7-2014	
		ion Manager	(D) MOS		Date: 9(20)	(4
	Coun	ty Counselor's Office:			Date: \	_
L	L				,	

\$118.00

Overtime Work Hours

3 Laborer (Building)

\$107.13

\$93.88

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

	This expenditure was included	in the annual budget.	
	Funds for this were encumbered	ed from the	Fund in
	is chargeable and there is a cas		propriation to which the expenditure I in the treasury to the credit of the fund from which I herein authorized.
	Funds sufficient for this expen	diture will be/were appropriated by	Ordinance #
	Funds sufficient for this appro-	priation are available from the source	ce indicated below.
	Account Number:	Account Title:	Amount Not to Exceed:
\boxtimes		basis and does not obligate Jackson ill, of necessity, be determined as ea	County to pay any specific amount. The availability of ach using agency places its order.
	This legislative action does no	t impact the County financially and	does not require Finance/Budget approval.

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	BID NO: 73-13		Larrison	The		
	DATE: 12/1//13 COMMODITY: General Contractor Service		Construction	Wilson Group	Caman	
				lnc.		
Q N	DESCRIPTION	UNIT QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	1 Asbestos Worker					
	Reg Work Hrs		88.00	100.32	72.42	
	Overtime Work Hrs		114.00	133.42	92.75	
(1)	2 Carpenter		:			
	Reg Work Hrs		85.00	18.99	69.50	
	Overtime Work Hrs		118-00	107.13	93.88	
	3 Laborer (Building)					
	Reg Work Hrs		00.89	64.55	56.50	
	Overtime Work Hrs		88.00	85.63	76.22	
,	4 General Laborer					
	Reg Work Hrs		03.69	63.30	56.50	
	Overtime Work Hrs		89.75	83.76	76.22	
	5 Linoleum Layer & Cutter					
	Reg Work Hrs		00.06	15.51	90.50	
	Overtime Work Hrs		/35.00	16-101	127.00	
	6 Plumber					
	Reg Work Hrs		105.00	100.82	08.17	
	Overtime Work Hrs		153.00	137.42	136.50	

BID NO: 73-13		Larrison	The		
DATE: 12/17/13		Construction	Wilson	Caman	
COMMODITY: General Contractor Service		luc _	Group		:
			nc.		
NO DESCRIPTION	UNIT QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
7 Painter					
Reg Work Hrs		77.00	68.07	68.25	
Overtime Work Hrs		10 4.00	90.37	93.45	
8 Plasterer					
Reg Work Hrs		85.00	82.69	77.75	
Overtime Work Hrs		127.00	89.75	103.00	
9 Marble Mason					
Reg Work Hrs		00.001	74.47	86.62	
Overtime Work Hrs		150.00	100.30		
% Markup On Materials (Mark-Up From 10 Successful Contractor's Price)					
Reg Work Hrs %		17%	12%	0/, 0/	
Overtime Work Hrs %		17%	9/,5/	0/001	
11 Mileage Rate, If Any			•		
Reg Work Hrs		0	0	0	
Overtime Work Hrs		0	0	0	

Anessa Culbertson

From:

Craig A. Mosher

Sent:

Friday, December 20, 2013 11:36 AM

To:

Anessa Culbertson

Subject:

RE: 73-13 General Contractor Service

Facility management recommends Caman Construction for award of the General Contracting bid. It is estimated that Facility Management will spend a total of \$50,000 from 001-1204-8020 and 001-1205-8020 in 2014.

Thanks

-----Original Message-----From: Anessa Culbertson

Sent: Wednesday, December 18, 2013 2:26 PM

To: Craig A. Mosher

Subject: 73-13 General Contractor Service

Good Afternoon Craig,

Enclosed are the specifications and recap for the General Contractor Service. Please review and let me know if in a timely fashion how you would like to proceed. Be sure to also include your annual budget.

Thank you,

Anessa Culbertson Senior Buyer Jackson County Missouri Invitation to Bid No. 73-13 Page 2 of 21

SIGNATURE OF Q. TROY THOMAS:

A TERM AND SUPPLY CONTRACT for a licensed General Contractor for the Facilities Management of the Public Works Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 24 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required herender.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract). (Check one) Yes Initials . Minimum order, if applicable\$ ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before been approved by the contract can be awarded:

Caman Construction Company, Inc.

Caman Construction Company, Inc.

Caman Construction Company, Inc. CONTRACTOR'S NAME: Caman Construction Company, Inc. ADDRESS: 5004 Brighton Ave; Kansas City, MO 64130 PHONE NO: 816-471-0410 Juan J. Caman FAX NO: 816-472-8401 NAME OF AUTHORIZED AGENT (print or ype) 12-10-2013 DATE: SIGNATURE OF AUTHORIZED AGENT: TITLE: President jjkaman@camanconstruction.com EMAIL ADDRESS OF AUTHORIZED AGENT FEDERAL ID NO: 43-1415012 and/or SOCIAL SECURITY NO: SPECIFY: MINORITY OWNED (MBE): X WOMAN OWNED (WBE): (Check If App. (Check If Applicable) JACKSON COUNTY-MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

7.0 QUOTATIONS

NO	DESCRIPTION	REGULAR WORK HOURS	OVERTIME WORK HOURS
1.	Asbestos Worker	\$ 72.42	\$ 92.75
2.	Carpenter	\$ 69.50	\$ 93.88
3,	Laborer (Building)	\$ 56.50	\$ 76.22
4.	General Laborer	\$ 56.50	\$ 76.22
5.	Linoleum Layer & Cutter	\$ 90.50	\$ 127.00
6.	Plumber	\$ 98.17	\$ 136.50
7.	Painter	\$ 68.25	\$ 93.45
8.	Plasterer	\$ 77.75	\$ 103.00
9.	Marble Mason Percentage Markey on Matrix 1 (1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	\$ 86.62	\$ 130.20
10.	Percentage Markup on Materials (mark-up from Successful Contractor's price)	10 %	10 %
1.	Mileage Rate, if any	\$ NA	s NA

Indicate hours and days of operation:	
Regular Work Hours and Days: Monday - Friday 07:00 - 17:30	
Overtime Work Hours and Days: Monday - Friday After 17:30, Saturdays	_
Indicate minimum number of hours, if any: N/A	
Indicate response time: 8 Hours	