

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20760
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	9/20/2021

Introduction
Action Items: ['Transfer']
Project/Title:
Transferring \$28,000 within the 2021 Sheriff Revolving Fund to cover the cost of upgrading windows at the Sheriff's Office General Headquarters, "GHQ", by Binswanger Glass of Independence, MO.

Request Summary
<p>The Sheriff's Office requests the transfer of funds to purchase ballistic resistant windows for the entrance and front of the building at the Sheriff's Office General Headquarters, "GHQ". This will upgrade the windows in the training room on the southeast side of GHQ and the glass in the south entrance door, as well as all transoms. Per Sergeant Charles DeGroff, the replacement glass would be Level 2 ballistic resistant glass and will stop most handgun rounds. This will enhance the safety of GHQ while also replacing the current windows which have lost their thermal qualities and are getting hazy due to air infiltration.</p> <p>Binswanger Glass of Independence, MO, a current county Term & Supply vendor, provided a proposal to replace and upgrade the windows at a total cost of \$28,000. This includes removal and disposal of the old glass.</p> <p>We are requesting a budget transfer of \$28,000 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.</p>

Contact Information			
Department:	Sheriff	Submitted Date:	7/26/2021
Name:	Elizabeth A. Money	Email:	EMoney@jacksongov.org
Title:	Office Administrator	Phone:	816-541-8017

Budget Information	
Amount authorized by this legislation this fiscal year:	\$28,000
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$28,000
Is it transferring fund?	Yes
Transferring Fund From:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	56830 (Contingency Fund)	\$28,000
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
048 (Sheriff Revolving Fund)	4201 (Sheriff)	58020 (Buildings & Improvements)	\$28,000

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20344	January 13, 2020

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

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

Request for Legislative Action

History

Elizabeth A. Money at 7/26/2021 3:21:58 PM - [Submitted |]

Department Director: Ronald A. Fletcher at 7/26/2021 4:05:14 PM - [Returned for more information | Beth, I don't see the description anywhere that talks about the windows to be replaced, how many, etc. Is that listed somewhere in the proposal? I see it's mentioned in the memorandum, but that is not a binding document between us and the glass company. Please advise, thanks.]

Submitter: Elizabeth A. Money at 8/9/2021 8:08:58 AM - [Submitted | The updated proposal is attached.]

Department Director: Ronald A. Fletcher at 8/9/2021 9:40:50 AM - [Approved |]

Finance (Purchasing): Barbara J. Casamento at 8/9/2021 11:11:54 AM - [Returned for more information | Please make the following changes:(1) Take "authorize" off the action - you are only asking for a transfer here; contract has already been awarded;(2) In the summary: remove "The Sheriff's Office recommends purchasing the windows, pursuant to Section 1054.6 of the Jackson County Code, from Binswanger Glass of Independence, Missouri under the terms and conditions set forth in Term and Supply Contract No. 44-19 an existing competitively bid Jackson County Contract"(3) Remove this section from your memorandum too(4) Vendor needs to state "Contract No. 44-19" on the quote and remove the statements above pricing going up and the quote only being good for 45 days. If this does not happen, we will have to bid this job]

Submitter: Elizabeth A. Money at 9/1/2021 1:39:02 PM - [Submitted | Action and Summary have been updated. The Binswanger Glass proposal has also been updated as requested.]

Department Director: Ronald A. Fletcher at 9/1/2021 2:37:37 PM - [Approved | Approved. Major Ron Fletcher]

Finance (Purchasing): Barbara J. Casamento at 9/1/2021 3:38:27 PM - [Not applicable |]

Compliance: Katie M. Bartle at 9/2/2021 10:24:56 AM - [Approved |]

Finance (Budget): Mark Lang at 9/3/2021 2:38:55 PM - [Approved | The fiscal note has been attached.]

Executive: Sylvya Stevenson at 9/3/2021 3:10:17 PM - [Approved |]

Legal: Elizabeth Freeland at 9/15/2021 12:20:16 PM - [Approved |]

Fiscal Note:

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

PC# 420121011 000

Date: September 15, 2021

RES # 20760
eRLA ID #: 184

Org Code/Description	Object Code/Description	From	To
048 Sheriff Revolving Fund			
4201 Sheriff	56830 Contingency	\$ 28,000	\$ -
4201 Sheriff	58020 Buildings & Improvements	-	28,000
		\$ 28,000	\$ 28,000

APPROVED
By Mark Lang at 9:21 am, Sep 15, 2021

Budget Office



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

To: Purchasing
CC: Captain David Epperson & Sergeant Charles DeGroff
From: Beth Money, Office Administrator
Re: RLA to Replace Windows by Binswanger Glass of Independence, MO
Date: August 31, 2021

The Sheriff's Office requests the transfer of funds to purchase ballistic resistant windows for the entrance and front of the building at the Sheriff's Office General Headquarters, "GHQ". This will upgrade the windows in the training room on the southeast side of GHQ and the glass in the south entrance door, as well as all transoms. Per Sergeant Charles DeGroff, the replacement glass would be Level 2 ballistic resistant glass and will stop most handgun rounds. This will enhance the safety of GHQ while also replacing the current windows which have lost their thermal qualities and are getting hazy due to air infiltration.

Binswanger Glass of Independence, MO, a current county Term & Supply vendor, provided a proposal to replace and upgrade the windows at a total cost of \$28,000. This includes removal and disposal of the old glass.

We are requesting a budget transfer of \$28,000 within the Sheriff's Revolving Fund from Revolving Fund - Contingency 048-4201-56830 to Revolving Fund - Buildings & Improvements 048-4201-58020.

Thank you for your consideration.



Binswanger Enterprises, LLC. dba
Binswanger Glass #586
1530 East 23rd Street S.
Independence, MO 64055

Office - 816.252.3888
Fax - 816.252.8487
Direct - 816.666.9456

Bid Proposal & Contract

e-mail: eortega@binswangerglass.com

Date: Friday, August 6, 2021

Project Name: **Jackson County Sheriff-Ballistic Glass Retrofit**
Location: **4001 NE Lakewood CT**
Lee's Summit Mo 64064

Contract # 44-19

Attention: **Chuck DeGross**
Phone: **816-541-8017**
Cdegross@jacksongov.org

Fax:

Architect: **N/A**
Plan Date: **N/A**

Description of Scope of Work:

Sales Tax: **All applicable taxes included.**

BINSWANGER GLASS proposes to furnish and install per the following:

Glazed Aluminum Entrances and Storefronts

Door Hardware included: Upgrade door hinges to geared continuous hinges, and upgrade to glass stops allowing doors to accept 1" glass.

Scope of work: To replace existing glass in southeast room of the Jackson County Sheriff's office building at 4001 NE Lakewood Court Lee's Summit Mo with attack and bullet resistant glass. This does not include any replacement of storefront or door frames, only the glass within the openings.

Openings included:

- 2 - Door transoms (glass over doors)
- 2 - Door lites
- 4 - Storefront windows that face the south in the southeast room.
- 3 - Storefront windows that face the east in the southeast room.

No aluminum storefront required. Each opening will have a single piece of glass installed.

Glass included: 11 pieces of 1" Clear Level 2 Ballistic Resistant Glass.

Sealants included: Dow Corning CWS structural sealant at all exterior head and sills of work listed above.

Addendums Noted: N/A

Includes removal and disposal of existing glass.

Total Amount of Bid: \$28,000.00

EXCLUSIONS: 1. Wood blocking. 2. Demolition (unless stated otherwise). 3. Glass for mill work. 4. Final cleaning or protection. 5. Liquidated damages and/or other penalties. 6. Provisions for OCIP or CCIP insurance programs.

CLARIFICATIONS AND QUALIFICATIONS:

1. Our proposal is based upon generally accepted glazing standards and/or applicable building codes. Some variation in architectural intent may occur so to meet such criteria. 2. This proposal and offer are contingent upon the signing of a mutually agreed upon contractual instrument. 3. All applicable material warranties will be passed through from the manufacturer without modification by Binswanger Glass. 4. Workmanship warranty will be executed on a standard Binswanger form only. Unless stated otherwise, our standard one (1) year warranty is included as a part of this proposal. 5. Building structure, or any component which our system (s) attach to, must be capable of caring all loads imposed by our system (s). 6. All schedules must be mutually agreed upon by Binswanger Glass and the customer. 7. All factory and field labor will be performed during normal business hours. 8. It is assumed that electricity will be provided at no additional charge to Binswanger Glass. 9. All sealants to be standard in color. 10. We do not include a cost provision within our proposal for glass broken or damaged by other trades. Any glass breakage caused by Binswanger Glass will be replaced at no additional charge.

Exclusions / Clarifications: 1. No Permits, Fees, Testing Procedures, or Special Inspection Costs are included. 2. No Payment or Performance Bonds are included. No Liquidated Damages are included. 3. No Engineering Calculations or Engineer's Stamp are included. 4. No Demolition, Cutting, Patching or Erection of any Concrete, Masonry, Steel or Wood is included. Backing is to be provided by others. 5. Breakage or Damage to Materials is not covered unless caused by BINSWANGER Glass. Protection of our installed work is excluded. 6. Cleaning or Protection of Glass, Aluminum or Adjacent Materials is excluded. 7. Bid Proposal is based upon NON-UNION Labor and based upon normal working hours. 8. Terms of this Proposal are included as note below (page 2 of this Proposal). 9. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm. 10. There are NO Mirrors Included in this Bid Proposal unless otherwise stated.

PERFORMANCE AND PAYMENT BONDS (IF REQUIRED ADD 1.5% TO THE BID AMOUNT) "Note: Performance bonds and Labor and Material (Payment) bonds are provided for the construction period only and will include a twelve (12) month warranty period. Regardless of the warranty or maintenance provided by the Principal in the contract, the Surety shall have no liability under the bond for warranty, defective work or defective material claims arising more than one year after project acceptance, as stated in the Defect Bond which will be provided along with the Performance and Payment (Statutory) bonds. Bonds are to be written on Westchester Fire Insurance Company standard forms, or Performance, Statutory and Defect bonds are dependent upon Surety's acceptance of contract terms."

Accepted By: _____

Printed name: _____

Title: _____

Date: _____

Proposed by: *Corey Stockton*

Estimated by: **ERIC ORTEGA**

This Bid Proposal is subject to change if not accepted within 45 90 Days from August 24th 2021.

Jackson County Sheriff-
Ballistic Glass Retrofit



TERMS AND CONDITIONS

1. Acceptance of this Proposal by the Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Binswanger Glass to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated are for immediate acceptance and subject to change if not accepted within the time stipulated hereon, or if not stipulated within 30 days from date thereof.
 2. Binswanger Glass shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored without retention applied to the contract sum less the aggregate of previous payments to Binswanger Glass. Final payment shall be due 30 days after the work described in this Proposal is substantially completed. Sales of materials only are payable in cash on delivery of goods.
 3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by Binswanger Glass before work is executed.
 4. All sums not paid when due shall bear interest at the rate of 1% per month from due date until paid or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
 5. If the Buyer fails to make payment to Binswanger Glass as herein provided, then Binswanger Glass may stop work without prejudice to any other remedy it may have.
 6. Buyer is to prepare all work areas so as to be acceptable for Binswanger Glass work under the contract, Binswanger Glass will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
 7. After acceptance of this Proposal as provided, Binswanger Glass shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Binswanger Glass shall not be responsible for delays and defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargos, shortage of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods and accidents and other Acts of God.
 8. All materials furnished and installed by Binswanger Glass, or furnished only are guaranteed against defects in workmanship for a period of one year as defined in our Limited Warranty Form #GO-106-75, available upon request. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Binswanger will not be responsible for special, incidental or consequential damages. Binswanger Glass shall not be responsible for broken or damaged glass, metal or other materials (except that directly caused by our own employees). Any repair work necessitated by caused damage will be considered an order for extra work and must be requested in writing. No protection or cleaning of glass, metal or other materials is included. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
 9. Work called for herein is to be performed during Binswanger Glass regular working hours. Overtime rates will be charged for all work performed outside such hours at extra cost.
 10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
 11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Binswanger Glass may file a lien or claim on its behalf in the event that any payment to Binswanger Glass is not made as and when provided for by the agreement.
 12. The subcontract form used between Binswanger Glass and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between the provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and this Proposal, then this Proposal shall govern.
 13. The Buyer will furnish adequate access to building site, all temporary site facilities including suitable covered storage space and hoisting at no cost to Binswanger Glass.
 14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against Binswanger Glass for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
 15. Buyer shall purchase and maintain Builders Risk Insurance upon the full value of the entire work and/or materials to be supplied, which shall include the interest of Binswanger Glass. Upon acceptance of our Proposal you will be provided certificate of insurance. If your contract calls for insurance in excess of our standard coverage, the increased cost of our insurance will be added to our quoted price. Our standard coverage is \$100,000 each person and \$300,000 each occurrence for bodily injury liability, and \$100,000 property damage liability.
 16. This proposal covers completely our entire understanding and no modification shall be valid, unless written upon, or attached to this proposal, and signed or initiated by the parties hereto.
 17. All site facilities (including but not limited to equipment, structures, personnel, materials, services, utilities or supplies) required or convenient, in whole or in part, for performance of the general contractor or for compliance with local, state, federal, or other regulatory body, health or safety rules, ordinances, regulations, specifications or requirements other than are attributable solely to performance under this subcontract shall be furnished and supplied by the general contractor at its own risk and expense and in full compliance with all of such requirements, and the general contractor hereby agrees to indemnify and save the subcontractor harmless from all suits, claims, judgements or demands arising in any way by reason of failure of the general contractor to comply with this provision. The sub-contractor agrees to provide at its own risk and expense all such aforesaid items as are required or convenient solely in connection with its work to be performed hereunder and hereby agrees to indemnify and hold contractor harmless from all suits, claims, judgements and demands in any way arising by reason of failure of the sub-contractor to comply with this provision.
- Limited Warranty.** Binswanger Glass Co. warrants to Buyer only that the material furnished and installed hereunder are free from defects in material (limited to the scope of the manufacturer's warranty in the case of any material) and workmanship for a period of one (1) year from the date of installation, if installed by Binswanger Glass Co., or one (1) year from the date of delivery if not installed by Binswanger Glass Company. In the event the materials furnished and installed hereunder prove to be defective within such period (limited to the scope of the manufacturer's warranty in the case of material), Binswanger Glass Co. will, at its option, repair or replace the defective materials without charge for materials. This remedy shall be the sole and exclusive remedy under this warranty. Binswanger Glass Co. shall not be liable for special, incidental, consequential, or other damages in connection with such defect. This warranty shall not apply to the breakage of glass. Replacement of material under this warranty shall not extend the warranty period applicable to the original material. Any implied warranty of merchandise or implied warranty of fitness for a particular purpose or use applicable to the materials furnished hereunder shall be limited in duration to the period of the warranty extended hereunder. Some states do not allow limitations on how long an implied warranty lasts to the exclusion or limitations of incidental or consequential damages so that the above limitations or exclusions may not apply in the case of this Proposal. To obtain performance under this limited warranty, Buyer must notify Binswanger Glass Co., in writing, at the address on page one hereof.

Accepted By: _____

Date: _____

Printed name: _____

Title: _____