

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

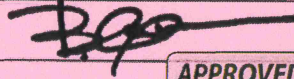
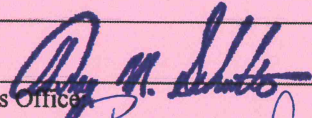
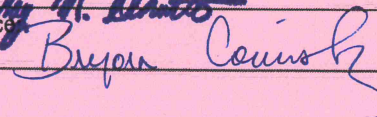
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20546

Sponsor(s): Tony Miller

Date: November 2, 2020

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract furnishing of Snow Control Services for Parking Lots for the Public Works Department to Martin Underground Construction of Lee's Summit, Missouri under the terms and conditions set forth in the City of Lee's Summit, Missouri's Contract No. 2020-016/1R, an existing government contract.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td>\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Public Works Estimated Use: \$75,000.00</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:											
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:	\$										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 19261, 9/26/2016</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Katelyn Edgar, Buyer, 881-3292</p>										
<p>REQUEST SUMMARY</p>	<p>The Public Works Department requires a Term and Supply Contract for the furnishing of Snow Control Services for Parking Lots on an "as needed" basis and would like to utilize the City of Lee's Summit, Missouri's Contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Term and Supply Contract for the furnishing of Snow Control Services for Parking Lots for use by the Public Works Department under the terms of conditions of the City of Lee's Summit, Missouri's Contract No. 2020-016/1R, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of this contract as a competitively bid government contract.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>										
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals No goals were assigned.		
ATTACHMENTS	A memorandum from Jim Evans, Road and Bridge Administrator for Public Works, and the pertinent pages of the City of Lee's Summit, Missouri's contract.		
REVIEW	Department Director: 	Date: 9-22-2020	
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> APPROVED <small>By Mark Lang at 4:13 pm, Oct 22, 2020</small> </div>	Date:
	Division Manager: 	Date: 10/27/2020	
	County Counselor's Office: 	Date: 10/28/20	

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

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- 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.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



LEE'S SUMMIT MISSOURI

September 3, 2020

Martin Underground Construction Services, Inc.
Jeff Martin
606 NW Dunlap St.
Lee's Summit, MO 64063

RE: Renewal of Yearly Contract for Parking Lot and Sidewalk Snow Removal Services
Renewal Contract Number: 2020-016/1R

Dear Mr. Martin:


I am writing in regard to contract 2020-016 that your company has with the City of Lee's Summit, Missouri. The contract will expire on November 13, 2020 and is eligible for an additional one-year renewal term, in accordance with the City's Purchasing Policy. This is the 1st of a possible four (4), potential one year renewal terms.

If you are interested in renewing this contract for an additional one-year term, please complete the appropriate section below, sign the attached renewal contract(s) and return to me. If a price increase is requested that exceeds current CPI, please attach manufacturer/supplier documentation that supports the price increase and fill out the attached blank renewal pricing sheet.

Thank you for your consideration in this matter. If you have any questions concerning this, please contact me at 816-969-1087.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

<input checked="" type="checkbox"/> Yes, I will renew at the same pricing		9-4-2020
<input type="checkbox"/> No, I will require an increase of ___% above the original bid pricing. Supporting documentation is attached. If a price increase is requested, fill out the attached renewal pricing sheet reflecting the percentage of increase you are requesting.	Authorized Signature	Date



LEE'S SUMMIT MISSOURI

RENEWAL PRICING SHEET FOR 2020-016/1R PARKING LOT AND SIDEWALK SNOW REMOVAL SERVICES

4.0 PRICING: Pricing below shall include all labor, supervision, equipment, fuel, lubricants, fluids, parts, maintenance repairs and all items of cost needed to provide these services. All pricing shall remain firm and fixed for the duration of the contractual term.

Description-Parking Lots		Hrly Rate
Hourly Rate for 1 Ton, 4x4 Truck with Plow and Spreader to include driver/operator		120
Standby rate per vehicle mobilized		95
Mobilization		80
Description-Sidewalks		
Hourly Rate per person-to include necessary equipment		120
Minimum Hour Call out	4 Hour Min plus mob	360
Additional Equipment (if needed)		

Procurement and Contract Services

THIS RENEWAL CONTRACT, made this ____ day of _____ 20____, is herein called Yearly Contract for Parking Lot and Sidewalk Snow Removal Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Martin Underground Construction, Inc., (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 30th day of August 2019, 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. 2020-016 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 14th day of November 2020. Contract period from November 14, 2020 to November 13, 2021. The City may at its option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid 2020-016; 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 1st 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, Insurance Requirements, General Terms & Conditions

Stephen A. Arbo, City Manager _____ Date _____

ATTESTED:

Office of the City Clerk _____

APPROVED AS TO FORM:

Office of the City Attorney _____

Martin Underground Const. Inc
Company Name _____

Company Authorized Signature

President _____ 9-4-2020
Title Date

JEFFERY C. MARTIN
Type or Print the Name of Authorized Person



LEE'S SUMMIT MISSOURI

September 3, 2020

Martin Underground Construction Services, Inc.
Jeff Martin
606 NW Dunlap St.
Lee's Summit, MO 64063

RE: Renewal of Yearly Contract for Emergency Snow Removal
Renewal Contract Number: 2020-017/1R

Dear Mr. Martin:


I am writing in regard to contract 2020-017 that your company has with the City of Lee's Summit, Missouri. The contract will expire on November 9, 2020 and is eligible for an additional one-year renewal term, in accordance with the City's Purchasing Policy. This is the 1st of a possible four (4), potential one year renewal terms.

If you are interested in renewing this contract for an additional one-year term, please complete the appropriate section below, sign the attached renewal contract(s) and return to me. If a price increase is requested that exceeds current CPI, please attach manufacturer/supplier documentation that supports the price increase and fill out the attached blank renewal pricing sheet.

Thank you for your consideration in this matter. If you have any questions concerning this, please contact me at 816-969-1087.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer

<input checked="" type="checkbox"/> Yes, I will renew at the same pricing		<i>9-3-2020</i>
<input type="checkbox"/> No, I will require an increase of ___% above the original bid pricing. Supporting documentation is attached. If a price increase is requested, fill out the attached renewal pricing sheet reflecting the percentage of increase you are requesting.	Authorized Signature	Date

Procurement and Contract Services

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



LEE'S SUMMIT MISSOURI

RENEWAL PRICING SHEET FOR 2020-017/1R EMERGENCY SNOW REMOVAL

4.0 PRICING: Pricing below shall include all labor, supervision, equipment, fuel, lubricants, fluids, parts, maintenance repairs and all items of cost needed to provide these services. All pricing shall remain firm and fixed for the duration of the contractual term.

Description	Hrly Rate
Hourly Rate for 1 Ton, 4x4 Truck with Plow and Spreader to include driver/operator	120
Single axle dump truck with plow and spreader to include driver/operator	120
Tandem axle dump truck with plow and spreader to include driver/operator	175
Standby rate per vehicle mobilized	95
Mobilization	80
Additional Equipment (if needed)	
Front end loader with one yard bucket or larger to include operator	95
Skid steer capable of loading dump truck to include operator	95
Loader/back hoe to include operator	95
Motor grader to include operator	225

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64083 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

THIS RENEWAL CONTRACT, made this ___ day of _____ 20___, is herein called Yearly Contract for Emergency Snow Control Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Martin Underground Construction, Inc., (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 6th day of September 2019, 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. 2020-017 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 10th day of November 2020. Contract period from November 10, 2020 to November 9, 2021. The City may at its option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid 2020-017; 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 1st 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, Insurance Requirements, General Terms & Conditions

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Martin Underground Construction Inc
Company Name

Company Authorized Signature

Jeffery C. Martin 9-3-2020
Title Date

Type or Print the Name of Authorized Person



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*

TO: Katelyn W. Edger

FROM: James F. Evans

DATE: September 14, 2020

SUBJECT: Martin Underground Contract No. 2020-16/1R Snow Removal Services

Please Consider Martin Underground Contract No. 2020-16/1R Snow Removal Services to remove snow from downtown parking lots, parking garage and Medical Examiner lots. Jackson County parking lots in Independence MO. i.e. Courthouse back parking lot at 303 Walnut. Courthouse parking lot, Election Board, and the Tech Center parking lot. Enclosed is maps of the parking lots that to be plowed and treated.

We will spend an annual estimated amount of \$75,000. Dollars.


James F. Evans Road & Bridge Administrator