

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract with three twelve-month options to extend for the furnishing of floating structure maintenance, inspection, and repair services for use by Parks and Recreation Department to Ozark Barge & Dock Services, Inc., of Gravois Mills, MO, under the terms and conditions of Invitation to Bid No. 12-11.

RESOLUTION #17581, April 25, 2011

INTRODUCED BY Fred Arbanas, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids under the terms and conditions of Invitation to Bid No. 12-11 for the furnishing of annual maintenance and repair services for the floating structures located at the Lake Jacomo, Blue Springs Lake, and Longview Lake marinas for use by the Parks and Recreation Department; and,

WHEREAS, a total of fourteen notifications were distributed and two bids were received, one of which was deemed non-responsive; and,

WHEREAS, the Director recommends that the contract be awarded to Ozark Barge & Dock, Inc., of Gravois Mills, MO, as the lowest and best bid; and,

WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount; 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 this award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchase is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained 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:

Guy D. Hall
Chief Deputy County Counselor

W. Stephen Nifan
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17581 of April 25, 2011, was duly passed on *April 25*, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *7*

Nays *0*

Abstaining *0*

Absent *2*

AP-26-11
Date

Mary Jo Spino
Mary Jo Spino, Clerk of 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 will, of necessity, be determined as each using agency places its order.

April 20, 2011
Date

W. Stephen Nifan
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

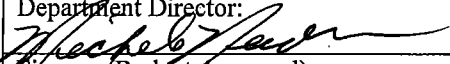
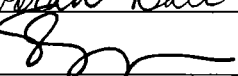
Completed by County Counselor's Office:

Res/Ord No.: 17581

Sponsor(s): Fred Arbanas

Date: April 25, 2011

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve (12) Month Term & Supply Contract with Three (3) Twelve-Month Extension Options for Floating Structure Maintenance, Inspection, and Repair Services for the Parks & Recreation Department to Ozark Barge & Dock Service Inc.** (Morgan County) of Gravois Mills, Missouri; under terms and conditions of Invitation to Bid No. 12-11.</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>\$ N/A</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$ N/A</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ N/A</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ N/A</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</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)</p> <p><input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Parks Estimated Use: \$70,000.00</p> <p>NOTE: There is no history of previous years at this time. This is the first time Floating Structure Maintenance and Repair has been bid.</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$ N/A	Amount previously authorized this fiscal year:	\$ N/A	Total amount authorized after this legislative action:	\$ N/A	Amount budgeted for this item * (including transfers):	\$ N/A	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT					
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Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT															
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A</p>															
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465</p>															
<p>REQUEST SUMMARY</p>	<p>The Parks & Recreation Department has requested a term and supply contract for annual maintenance and repair service for floating structures. Purchasing issued Invitation to Bid No. 12-11.</p> <p>A total of 14 notifications were distributed. The following two (2) responses were received:</p> <table border="1"> <thead> <tr> <th>BIDDER</th> <th>MARINA MNTCE.</th> <th>MARINA MNTCE.</th> <th>MARINA MNTCE.</th> <th>REPAIR REG HOURS LABOR RATE</th> </tr> </thead> <tbody> <tr> <td>Ozark Barge & Dock** (Morgan County) of Gravois Mills, MO</td> <td>\$1,000.00</td> <td>\$3,200.00</td> <td>\$3,200.00</td> <td>\$180 / hr</td> </tr> <tr> <td>Galva Foam Marine Industries,</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	BIDDER	MARINA MNTCE.	MARINA MNTCE.	MARINA MNTCE.	REPAIR REG HOURS LABOR RATE	Ozark Barge & Dock** (Morgan County) of Gravois Mills, MO	\$1,000.00	\$3,200.00	\$3,200.00	\$180 / hr	Galva Foam Marine Industries,				
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Galva Foam Marine Industries,																

	Camdenton, MO	No Bid	No Bid	No Bid	No Bid
	<p>Pursuant to Section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award for the furnishing of Floating Structure Maintenance, Inspection, and Repair Services for the Parks & Recreation Department to Ozark Barge & Dock Service Inc.** (Morgan County) of Gravois Mills, Missouri; for Option 1 and Option 3 under terms and conditions of Invitation to Bid No. 12-11, as the lowest and best bidder.</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 appropriations.</p> <p>** WBE</p>				
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)				
ATTACHMENTS	Abstract of Bids, Recommendation from Mr. Ron Fuhrken of the Parks Department, and Pertinent Bid Documents from Ozark Barge				
REVIEW	Department Director:				Date: 02/24/2011 4-14-11
	Finance (Budget Approval):	If applicable <i>Leboran Ball</i> N/A			Date: 4-14-11
	Division Manager:				Date: 4/15/11
	County Counselor's Office:				Date:

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.

Section VI - QUOTATION

OPTION 1 – Annual Maintenance and Inspection with “As Needed” Repairs

NO	DESCRIPTION	QTY	U/M	PRICE
	Annual Maintenance and Inspection			
1.	Lake Jacomo Marina Annual Inspection	1	each	\$ 1,000.00
2.	Blue Springs Lake Marina Annual Inspection	1	each	\$ 3,200.00
3.	Longview Lake Marina Annual Inspection	1	each	\$ 3,200.00
	“As Needed” Repairs & Parts			
4.	Hourly Rate for Underwater Inspection, “As Needed”	1	hour	\$ 250.00
5.	Regular Hourly Rate for Repairs	1	hour	\$ 180.00
6.	Overtime Hourly Rate for Repairs	1	hour	\$ 215.00
7.	Percentage mark-up on materials and parts			20 %

List Days and Hours of Operation for both Regular and Overtime Rate for Repairs:

Regular Hours: *Monday to Friday 7AM to 3:30pm*

Overtime Hours: *Week days after 3:30pm + Weekends*

OPTION 2 – “As Needed” Inspection and Repair

NO	DESCRIPTION	QTY	U/M	PRICE
	“As Needed” Inspection and Repair			
1.	Hourly Rate for Underwater Inspection, “As Needed”	1	hour	\$ 250.00
2.	Regular Hourly Rate for Repairs	1	hour	\$ 180.00
3.	Overtime Hourly Rate for Repairs	1	hour	\$ 215.00
4.	Percentage mark-up on materials and parts			20 %

List Days and Hours of Operation for both Regular and Overtime Rate for Repairs:

Regular Hours: *Monday to Friday 7AM to 3:30pm*

Overtime Hours: *Week day after 3:30pm + Weekends*

Promised Response Time: Contractor will respond to calls for “As Needed” Inspection and Repair 4 hours after notification by County.

OPTION 3 – Flotation, Dock Finger, and Bumper Replacement

NO	DESCRIPTION	QTY	U/M	PRICE
Flotation Replacement				
1.	2 foot x 24 foot covered fingers	1	each	\$ 2,100.00
2.	2 foot x 28 foot covered fingers	1	each	\$ 2,500.00
3.	2 foot x 20 foot covered fingers	1	each	\$ 1,800.00
4.	2 foot x 20 foot uncovered fingers	1	each	\$ 1,600.00
Dock Finger Replacement				
5.	2 foot x 24 foot covered fingers	1	each	\$ 5,100.00
6.	2 foot x 28 foot covered fingers	1	each	\$ 5,600.00
7.	2 foot x 20 foot covered fingers	1	each	\$ 4,600.00
8.	2 foot x 20 foot uncovered fingers	1	each	\$ 3,200.00
Bumper Replacement				
9.	Extruded Dock Bumper Replacement	1	L. F.	\$ 22.00
10.	Vertical Bumper Replacement	1	each	\$ 20.00

Promised Response Time: Contractor will respond to calls for "As Needed" Service and/or Repairs 4 hours after notification by County.

Nina Gennetten
 Signature

Treasurer / CEO
 Name and Title (Typed)

OZARK BARGE + DOCK SERVICE
 Company Name (Typed)

P.O. Box 140
 Company Address (Typed)

GRAVOIS Mills, MO 65037
 Company City, State, and Zip (Typed)

573-372-5501
 Phone No. (Typed)

573-789-2965
 Cell No. (Typed)

573-372-3672
 Fax No. (Typed)

nina.g@socket.net or docks@ozarkbarge.com
 Email (Typed)

WWW.ozarkbarge.com
 Web Address (Typed)

Teddy Ballard

From: Thomas J. Wyrsh
Sent: Thursday, March 24, 2011 2:09 PM
To: Teddy Ballard
Subject: RE: compliance status request

They are in compliance. Renewal date 12/31/2011.

From: Teddy Ballard
Sent: Thursday, March 24, 2011 1:49 PM
To: Thomas J. Wyrsh
Subject: compliance status request

Tom,

Please send compliance status for the following vendor:

Ozark Barge & Dock Service Inc.
PO box 140
Gravois Mills, MO 65037

Thank you.

Teddy
Ext 13465

BID NO: 12-11	OPENING DATE: 3/15/11	COMMODITY: FLOATING STRUCTURE MA, INSPCT. & REPAIR SERVS.	DESCRIPTION	UNIT	QTY	GALVA-FOAM MARINE INDUSTRIES	AMOUNT	OZARK BARGE & DOCK	AMOUNT	AMOUNT	AMOUNT
			OPTION 1-ANNUAL MAINTENANCE & INSP.			NB		see bid			
1			LAKE JACOMO MARINA								
2			BLUE SPRINGS LAKE MARINA								
3			LONGVIEW LAKE MARINA								
			OPTION 2-AS NEEDED								
1			HOURLY RATE FOR UNDERWATER INSP								
2			REGULAR HOURLY RATE FOR REPAIRS								
			OPTION 3-FLOTATION, DOCK FINGER, &								
			BUMPER REPLACEMENT								
			SEE BASE BID								
<p>CERTIFICATION OF BIDDING BIDS WERE PUBLICLY OPENED AND RECORDED ON <i>March 15, 2011</i> BY <i>[Signature]</i> CLERK OF THE LEGISLATURE <i>[Signature]</i> PURCHASING</p>											



**JACKSON COUNTY
Parks & Recreation**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
www.jacksongov.org/recreation

*Administration
Historic Sites
Ranger Station
Recreation
(816) 503-4800
Fax: (816) 795-1234*

*Kemper Outdoor
Education Center
(816) 229-8980*

*Fred Arbanas
Golf Course
(816) 761-9445*

*Blue Springs Marina
(816) 795-1112*

*Jacomo Marina
(816) 795-8888*

*Longview Marina
(816) 966-0131*

*Special Population
Services
(816) 763-5130*

Memorandum

Date: March 22, 2011

To: Teddy Ballard, Senior Buyer

From: Ron Fuhrken, Deputy Director of Operations 

Subject: Bid No. 12-11, "Floating Structure Maintenance, Inspection and Repair Service"

We have reviewed the submitted bid and are recommending Options 1, 2 and 3 be awarded to Ozark Barge & Dock Service, Inc.

cc: Michele Newman, Director

Michael D. Sanders, County Executive

Jackson County Missouri Invitation to Bid No. 12-11
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A TERM AND SUPPLY CONTRACT on FLOATING STRUCTURE MAINTENANCE, INSPECTION, & REPAIR SERVICE for usage by the Park & Recreations 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 12th 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 extend this Contract annually beyond its original term for a time, not to exceed 36 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 hereunder.

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 No Initials NT Minimum order, if applicable\$ _____.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: OZARK Barge & Dock Service, Inc. PHONE NO: 573-372-5501
ADDRESS: P.O. Box 140, GRAVENS Mills, MO 65037 FAX NO: 573-372-3672
NAME OF AUTHORIZED AGENT (print or type): Nina Gennetten DATE: 3-3-2011
SIGNATURE OF AUTHORIZED AGENT: Nina Gennetten TITLE: Treasurer / CEO
EMAIL ADDRESS OF AUTHORIZED AGENT: nina@gdnet.net
FEDERAL ID NO: 43-1470757 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____