

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

**AN ORDINANCE** appropriating \$1,777,277.00 from the undesignated fund balance of the 2016 [General] Anti-Drug Sales Tax Fund and authorizing an addendum to the contract with Cornerstone Detention Products of Madison, AL, for the furnishing of additional cell door renovations and accessories for use by the Department of Corrections under the terms and conditions of Request for Proposals No. 69-15, at an additional cost to the County in the amount of \$1,302,430.00, and awarding a contract for the furnishing of an electronic key box to Keyper Systems of Harrisburg, NC, under the terms and conditions set forth in the GSA Schedule No. GS-07F-0771X, an existing government contract, at a cost to the County not to exceed \$31,247.00.

**ORDINANCE NO. 4933**, November 14, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4805, dated November 30, 2015, the Legislature did award a contract for the furnishing of cell door renovations for use by the Department of Corrections, to Cornerstone Detention Products of Madison, AL, at a cost to the County not to exceed \$725,000.00, under the terms and conditions of Request for Proposals 69-15; and,

WHEREAS, by Resolution 19210, dated July 11, 2016, the Legislature did authorize an addendum to the contract with Cornerstone Detention Products for the repair of additional cell doors within the Detention Center; and,

WHEREAS, the Department of Corrections has a need to complete additional security projects within the Detention Center; and,

WHEREAS, the Director of Finance and Purchasing recommends an addendum to the contract with Cornerstone Detention Products for completion of the cell door renovation project, at an additional cost to the County in the amount of \$1,302,643.00; and,

WHEREAS, the Director also recommends the award of a contract for the furnishing of an electronic key control system to Keyper Systems of Harrisburg, PA, under the terms and conditions of GSA Schedule No. GS-07F-0771X, an existing government contract, at a cost to the County not to exceed \$31,247.00; and,

WHEREAS, by Resolution No. 19244, dated September 6, 2016, the Legislature did award a term and supply contract for the furnishing of temporary inmate housing to the Johnson County, Missouri Sheriff's Office, as an acquisition from another government entity; and,

WHEREAS, an appropriation is needed to provide funds for these additional security measures and for additional temporary inmate housing to accommodate inmates temporarily displaced by the security upgrades; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 [General] Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
[General] <u>Anti-Drug Sales Tax Fund</u> Non-Departmental			
[001] <u>008-2810</u>	Undesignated Fund Balance	\$1,777,277	
[001-5101] <u>008-5108</u>	58020 – Buildings & Improvements		\$1,302,430
[001-5101] <u>008-5108</u>	58170 – Other Equipment		\$ 31,247
[001-5101] <u>008-5108</u>	56790 – Other Contractual Services		\$ 443,600

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that award of contracts for additional security projects within the Department of Corrections 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 to the accomplishment of the awards; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts and addenda thereto.

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. 4933, introduced on November 14, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4933.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: [001] 008 2810  
ACCOUNT TITLE: [General] Anti-Drug Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$1,777,277.00

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: [001 5101] 008 5108 58020  
ACCOUNT TITLE: [General] Anti-Drug Sales Tax Fund  
Non-Departmental  
Buildings and Improvements  
NOT TO EXCEED: \$1,302,430.00

ACCOUNT NUMBER: [001 5101] 008 5108 58170  
ACCOUNT TITLE: [General] Anti-Drug Sales Tax Fund  
Non-Departmental  
Other Equipment  
NOT TO EXCEED: \$31,247.00

ACCOUNT NUMBER: [001 5101] 008 5108 56790  
ACCOUNT TITLE: [General] Anti-Drug Sales Tax Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$443,600.00

November 21, 2015  
Date

  
Chief Financial Officer

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

**AN ORDINANCE** appropriating \$47,235.00 from the undesignated fund balance of the 2016 Grant Fund in acceptance of an increase to the Gender Specialized Tracker Program Grant received from the Missouri Department of Public Safety.

**ORDINANCE NO. 4944**, December 5, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4817, dated February 1, 2016, the Legislature did authorize the appropriation of funds for the Gender Specific Grant awarded to the Family Court Division by the Missouri Department of Public Safety for the period of October 1, 2015, through September 30, 2016; and,

WHEREAS, the Missouri Department of Public Safety has authorized additional funds and a one-year extension to the Gender Specific Grant, through September 30, 2017; and,

WHEREAS, the grant does not require local matching funds; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper spending accounts; now therefore,

**BE IT ORDAINED** by the County Legislature of Jackson County, Missouri, that the following appropriation be made from the undesignated fund balance of the 2016 Grant Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund Specialized Gender Tracker Program			
010-2129	45856 - Increase Revenue	\$47,235	
010-2810	Undesignated Fund Balance		\$47,235
010-2810	Undesignated Fund Balance	\$47,235	
010-2129	55010 - Salary		\$34,573
010-2129	55040 - FICA		\$ 2,390
010-2129	55050 - Pension		\$ 3,483
010-2129	55060 – Insurance Benefits		\$ 6,312
010-2129	55070 - Unemployment		\$ 156
010-2129	55110 - Workers Compensation		\$ 156
010-2129	55150 - Long Term Disability		\$ 156
010-2129	56360 - Life Insurance		\$ 9

and,

BE IT FURTHER ORDAINED that all County officials be and hereby are authorized to execute any and all documents 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. 4944 introduced on December 5, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4944.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 010 2810  
ACCOUNT TITLE: Grant Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$47,234.17

  
Date

  
Chief Financial Officer

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4944

Sponsor(s): Alfred Jordan

Date: December 5, 2016

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>The Gender Specialized Tracker Program</u></p>																				
<p><b>BUDGET INFORMATION</b>  <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>\$47,234.17</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$47,234.17</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$94,468.17</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td>FROM ACCT: 010-2810 47,234.17 TO ACCT 010-2129 47,234.17</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b>  <input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 47,234.17                  Prior Year Actual Amount Spent (if applicable): 47,234.17</p>	Amount authorized by this legislation this fiscal year:	\$47,234.17	Amount previously authorized this fiscal year:	\$47,234.17	Total amount authorized after this legislative action:	\$94,468.17	Amount budgeted for this item *:	\$	Source of funding (name of fund) and account code number	FROM ACCT: 010-2810 47,234.17 TO ACCT 010-2129 47,234.17										
Amount authorized by this legislation this fiscal year:	\$47,234.17																				
Amount previously authorized this fiscal year:	\$47,234.17																				
Total amount authorized after this legislative action:	\$94,468.17																				
Amount budgeted for this item *:	\$																				
Source of funding (name of fund) and account code number	FROM ACCT: 010-2810 47,234.17 TO ACCT 010-2129 47,234.17																				
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date): <u>4817 47817</u> Dated <u>02/11/16</u> <u>2/1/16</u>                  Prior resolutions and (date):</p>																				
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Carl Bayless, Grant Accountant, 816-435-4775</p>																				
<p><b>REQUEST SUMMARY</b></p>	<p>This is a request to extend the usage of funds previously appropriated for this project and to appropriate an additional \$47,234.17 from the undesignated fund balance of the 2016 Grant fund in acceptance of a one year extension with additional funds awarded to the Family Court Division by the Missouri Department of Public Safety. The project is named "Gender Specialized Tracker Program". The goal of the program is to fund a position to provide gender specific monitoring of youths showing at risk factors. The project began October 1, 2015 and will continue through September 30, 2017. The total grant project is \$94,468.17 and there is no match requirement.</p> <p>Please appropriate the \$47,234.17 into the accounts listed below:</p> <table> <tr> <td>5010 Regular Salaries</td> <td>\$ 34,573.00</td> <td>5110 Workers Comp</td> <td>156.00</td> </tr> <tr> <td>5040 FICA</td> <td>2,390.00</td> <td>5150 Long Term Disability</td> <td>156.00</td> </tr> <tr> <td>5050 Pension</td> <td>3,483.00</td> <td>6360 Life Ins</td> <td>8.17</td> </tr> <tr> <td>5060 Ins Benefits</td> <td>6,312.00</td> <td></td> <td></td> </tr> <tr> <td>5070 Unemployment Ins</td> <td>156.00</td> <td></td> <td></td> </tr> </table> <p>TOTAL APPROPRIATION : \$47,234.17</p>	5010 Regular Salaries	\$ 34,573.00	5110 Workers Comp	156.00	5040 FICA	2,390.00	5150 Long Term Disability	156.00	5050 Pension	3,483.00	6360 Life Ins	8.17	5060 Ins Benefits	6,312.00			5070 Unemployment Ins	156.00		
5010 Regular Salaries	\$ 34,573.00	5110 Workers Comp	156.00																		
5040 FICA	2,390.00	5150 Long Term Disability	156.00																		
5050 Pension	3,483.00	6360 Life Ins	8.17																		
5060 Ins Benefits	6,312.00																				
5070 Unemployment Ins	156.00																				
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				
<p><b>ATTACHMENTS</b></p>	<p><u>Subaward adjustment notice</u></p>																				
<p><b>REVIEW</b></p>	<table> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): David Rose, Acting Fiscal and Budget Officer <i>David Rose</i></td> <td>Date: 11/16/16</td> </tr> <tr> <td>Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i></td> <td>Date: 11/16/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date: <u>11/30/16</u></td> </tr> </table>	Department Director:	Date:	Finance (Budget Approval): David Rose, Acting Fiscal and Budget Officer <i>David Rose</i>	Date: 11/16/16	Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i>	Date: 11/16/16	County Counselor's Office:	Date: <u>11/30/16</u>												
Department Director:	Date:																				
Finance (Budget Approval): David Rose, Acting Fiscal and Budget Officer <i>David Rose</i>	Date: 11/16/16																				
Division Manager: Mary Marquez, Deputy Court Administrator <i>Mary Marquez</i>	Date: 11/16/16																				
County Counselor's Office:	Date: <u>11/30/16</u>																				

*Sue M... 11/22/16*

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:
010-2810	Grant Fund – Undesignated Fund Balance	\$47,234.17

- 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.

## Supplemental Appropriation Request Jackson County, Missouri

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

Date: November 22, 2016

ORD # 4944

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
2129 - Gender Specialized Tracker	45856 - Increase Revenues	47,235	
2810	Undesignated Fund Balance		47,235
2810	Undesignated Fund Balance	47,235	
2129 - Gender Specialized Tracker	55010 - Regular Salary		34,573
2129 - Gender Specialized Tracker	55040 - FICA		2,390
2129 - Gender Specialized Tracker	55050 - Pension		3,483
2129 - Gender Specialized Tracker	55060 - Insurance		6,312
2129 - Gender Specialized Tracker	55070 - Unemployment Ins		156
2129 - Gender Specialized Tracker	55110 - Workers Compensation		156
2129 - Gender Specialized Tracker	55150 - Long Term Disability		156
2129 - Gender Specialized Tracker	56360 - Life Insurance		9

 11/22/16  
Budgeting



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
**SUBAWARD ADJUSTMENT NOTICE**

PO Box 749  
 Jefferson City, MO 65102  
 Phone: (573) 751-4905

<b>ADJUSTMENT NUMBER</b>	<b>CONTRACT NUMBER</b>	<b>DATE</b>
2	2013-Title2-21	September 27, 2016
<b>CONTRACTOR NAME</b>		
Jackson County Family Court		
<b>PROJECT TITLE</b>		
Gender Specific Tracker Program (2015-2018)		
<b>PRESENT CONTRACT PERIOD</b>		<b>TYPE OF CONTRACT ADJUSTMENT</b>
FROM 10/01/15 TO 09/30/17		Budget Revision

This Contract is changed, amended, or adjusted subject to such conditions or limitations as may be set forth below.

**CONDITIONS OR LIMITATIONS:**

This Subaward Adjustment is for one year renewal with additional funds in the amount of \$47,234.17. The renewal and additional funds will allow the program to continue through September 30, 2017; the original the scope of the grant has not changed.

	CURRENT BUDGET	REVISED BUDGET
PERSONNEL	\$32,271.64	\$66,844.78
PERSONNEL BENEFITS	\$14,962.53	\$27,623.39
PERSONNEL OVERTIME	\$0.00	\$0.00
PERSONNEL OVERTIME BENEFITS	\$0.00	\$0.00
VOLUNTEER MATCH	\$0.00	\$0.00
TRAVEL/TRAINING	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00
SUPPLIES/OPERATIONS	\$0.00	\$0.00
CONTRACTUAL	\$0.00	\$0.00
RENOVATION/CONSTRUCTION	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$47,234.17</b>	<b>\$94,468.17</b>
FEDERAL/STATE SHARE	\$47,234.17	\$94,468.17
LOCAL MATCH SHARE	\$0.00	\$0.00

**All terms and conditions of the original Award of Contract apply to this Subaward Adjustment.**

<b>DIRECTOR OR DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC SAFETY</b>	<b>DATE</b>
	9/30/16

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

**AN ORDINANCE** appropriating \$7,500.00 from the undesignated fund balance of the 2016 Anti-Drug Sales Tax Fund and authorizing the County Executive to execute an agreement in acceptance of funding provided by the Organized Crime Drug Enforcement Task Force for use by the Jackson County Drug Task Force for "Operation Deja Vu."

**ORDINANCE NO. 4945**, December 5, 2016

**INTRODUCED BY** Dan Tarwater III, County Legislator

WHEREAS, the Jackson County Drug Task Force (JCETF) and the U.S. Department of Justice's Drug Enforcement Administration have formed the Organized Crime Drug Enforcement Task Force (OCDEF) to conduct a joint federal drug investigation, OCDEF Case No. WC-KC-199, Operation Deja Vu, for the period of November 7, 2016, through September 30, 2017; and,

WHEREAS, the overtime costs incurred by the JCETF for this investigation will be reimbursed by the OCDEF, in an amount not to exceed \$7,500.00; and,

WHEREAS, an appropriation is necessary to place the projected funds in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Anti-Drug Sales Tax Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund Organized Crime Drug Enforcement			
008-4133	45792 - Increase Revenue	\$7,500	
008-2810	Undesignated Fund Balance		\$7,500
008-2810	Undesignated Fund Balance	\$7,500	
008-4133	55030 - Overtime		\$7,500

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents 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. 4945 introduced on December 5, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4945.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 008 2810  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$7,500.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4945

Sponsor(s): Dan Tarwater III

Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Organized Crime Drug Enforcement Task Force</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="324 535 1201 940"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$7,500</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>\$7,500</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;            FROM            008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance            TO            008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime</td> <td>           FROM ACCT            \$7,500             TO ACCT            \$7,500         </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 type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:      Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____      Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$7,500	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$7,500	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$7,500  TO ACCT \$7,500
Amount authorized by this legislation this fiscal year:	\$7,500										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$7,500										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM 008-2810 – Anti-Drug Sales Tax Fund – Undesignated Fund Balance TO 008-4133-55030 – Anti-Drug Sales Tax Fund – OCDETF - Overtime	FROM ACCT \$7,500  TO ACCT \$7,500										
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Dan Cummings OIC 816.503.4725</p>										
<b>REQUEST SUMMARY</b>	<p>The Jackson County Drug Task Force (JCETF) and the Drug Enforcement Administration, are conducting a joint federal drug investigation. The agencies have formed an Organized Drug Enforcement Task Force (OCDETF), Operation Deja Vu, for the period of November 7, 2016 through September 30, 2017. As a result, the JCETF will be reimbursed overtime costs by the OCDETF program associated with this investigation.</p> <p>Please appropriate \$7,500.00 from the undesignated fund balance of the Anti-Drug Sales Tax Fund into:       008-4133-55030</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	OCDETF Agreement	
REVIEW	Department Director:	Date: 11/21/16
	Finance (Budget Approval): <i>If applicable</i>	Date: 11/22/16
	Division Manager:	Date: 11/30/16
	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:
008-2810	Anti-Drug Sales Tax Fund – Undesignated Fund Balance	\$7,500

- 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.



**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2017 Agreement  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 44-6000524

DC#: S-32-

Amount Requested:  
~~\$25,000.00~~ 7,500 *7*  
Number of Officers Listed: 22

OCDETF Investigation / Strategic Initiative  
Number: WC-KS-199  
Operation Name: Operation DEJA VU

From: November 7, 2016  
Beginning Date of Agreement  
To: September 30, 2017  
Ending Date of Agreement

Federal Agency Investigations:  
Number: IE-16-0097/YNA3C

State or Local Organization  
Narcotics Supervisor: Dan Cummings  
Telephone Number: (816) 935-4367  
E-mail Address: dcummings@jcdtf.com  
Fax # (if applicable): (816) 224-3360

State or Local Organization Name and Address:  
Jackson County Drug Task Force  
PO Bpx 392  
Blue Springs, MO 64015

Sponsoring Federal Agency(ies):  
DEA

Sponsoring Federal Agency  
Group/Squad Supervisor: GS John Shannon  
Telephone Number: (913) 951-4052  
E-mail Address: John.F.Shannon@usdoj.gov

**Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Cari Beeman  
Telephone Number: (816) 503-4713  
E-mail Address: cbeeman@jcdtf.com  
Fax # (if applicable): (816) 224-3360

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2017.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: Dumplings CAPTAIN/OIC 10/25/16  
Authorized State or Local Official Title Date

Approved By: ASAC Troy A. Derby 11/19/16  
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: Al Billings 11/15/16  
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: Jackie Catron, JAW 11-16-16  
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: \_\_\_\_\_  
OCDETF Executive Office Date

Approving Official: \_\_\_\_\_  
OCDETF Executive Office Date

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-199, IE-16-0097/YNA3C

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Matthew E. Beets	Detective	1/6/78
2.	Roger D. Bunney	Detective	10/27/69
3.	Eric W. Burchfield	Detective	3/12/73
4.	Danny R. Cummings	Officer in Charge	8/12/56
5.	Daniel M. Curby	Detective	9/24/56
6.	Ronnie J. Doumitt Jr.	Detective	3/20/76
7.	Michael T. Ervin	Detective	11/5/82
8.	Michael D. Fowler	Detective	5/20/82
9.	Joshua J.E. Gena	Detective	2/3/90
10.	David F. Gutierrez	Detective	5/7/80

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS  
ASSIGNED TO PARTICIPATE IN THE STATE AND  
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC  
INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-199, IE-16-0097/YNA3C

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Bryce R. Henderson	Detective	6/5/84
2.	Joseph K. Herrera	Detective	6/3/55
3.	Phillip M. Hininger III	Sergeant	11/27/76
4.	Michael R. Hosack	Detective	6/26/64
5.	Barry N. Huwar	Detective	12/18/78
6.	Justin L. Leach	Detective	11/18/74
7.	Kevin P. Nightingale	Detective	4/27/69
8.	Darren D. Rhoden	Detective	1/14/72
9.	Justin M. Rigot	Sergeant	7/14/76
10.	Gary E. Tucker	Sergeant	9/6/58

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS  
ASSIGNED TO PARTICIPATE IN THE STATE AND  
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC  
INITIATIVE PROGRAMS**

State or Local Organization: Jackson County Drug Task Force

OCDETF Investigation / Strategic Initiative Number: WC-KS-199, IE-16-0097/YNA3C

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Logan D. Waterworth	Detective	3/15/84
2.	Ryan L. Yount	Detective	12/7/81
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
OCDETF State and Local Overtime Policies and Procedures**

**West Central Region Addendum A**

Definition of "Full-Time Participation" Exemption

The "full-time" rule states:

Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation **or multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations.** The parent State or local agency must pay the base salary of these officers.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

**An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation.**

**Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances **MUST** be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are **NOT** approved in advance, the exception will not be granted.**

*(The former 4:1 rule no longer applies)*

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

Name: Jackson County Drug Task Force	
Address: 415 E. 12th St.	
Kansas City, MO 64106	
Taxpayer ID Number: 44-6000524	
Contact Person Name: Emily Favarech	Telephone Number: (816) 881-3454

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: Bank of America
Nine-Digit ABA Routing Transit Number: 081000032
Depositor Account Number: 0120 6190 4220
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDEF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

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

**AN ORDINANCE** repealing sections 1142. and 1143, Jackson County Code, 1984, relating to the disposition of county-owned firearms, and enacting, in lieu thereof, two new sections relating to the same subject.

**ORDINANCE NO. 4946**, December 5, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Sections 1142. and 1143., Jackson County Code, 1984, are hereby repealed, and two new sections enacted in lieu thereof, to be known as sections 1142. and 1143., to read as follows:

1142. Disposition of Firearms.

The Purchasing Director is authorized to dispose of surplus, excess, and/or obsolete county-owned service pistols, rifles, and/or shotguns, utilizing any and/or all of the procedures available in this chapter for the disposition of other county-owned property, provided that any such disposal or transfer must be conducted in strict accordance with state and federal law. [The listed firearms may be transferred to a federally-licensed firearms dealer as a component of a trade-in program offered by a distributor of products and services to public safety and law enforcement personnel, provided that distribution does not offer its products to civilians or the private sector].

1143. Acquisition of Service [Pistol] Weapon by Retiring Deputy Sheriff or Park Ranger. Upon [his or her] retirement [or other departure] from full-time County employment [after twenty years of service], the sheriff, any deputy sheriff, or any park ranger may purchase from the County [his or her] the employee's assigned service [pistol] weapon at a "trade-in cost" established by the Director of Finance and Purchasing. This trade-in cost shall be that amount which the director is satisfied the County would receive from an authorized vendor if the County traded-in the [pistol] weapon on the purchase of a new weapon. The retiring County employee/officer shall be responsible for any federal or state permitting costs associated with the transfer of the weapon.

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. 4946 introduced on December 5, 2016 was duly passed on \_\_\_\_\_, 2016 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. 4946.

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4946

Sponsor(s): Alfred Jordan

Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance to amend Jackson County Code Chapter 11 1142, Disposition of Firearms Ordinance #4357 effective 10/03/2011. The Sheriff's Office requests to amend 1142. by removing "offered by a distributor or products and services to public safety and law enforcement personnel, provided that distribution does not offer its products to civilians or the private sector."</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="349 630 1185 924"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO N/A</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><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO N/A	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; FROM / TO N/A	FROM ACCT  TO ACCT										
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Capt. Dave Epperson, 816-524-4302</p>										
<b>REQUEST SUMMARY</b>	<p>This RLA is requesting to amend Jackson County Code Chapter 11 1142, Disposition of Firearms Ordinance #4357, effective 10/03/2011, to read as follows:          The Purchasing Director is authorized to dispose of surplus, excess, and/or obsolete county-owned pistols, rifles, and/or shotguns, utilizing any and/or all of the procedures available in this chapter for the disposition of other county-owned property, provided that any such disposal or transfer must be conducted in strict accordance with state and federal law. The listed firearms may be transferred to a federally-licensed firearms dealer as a component of a trade-in program.</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.:

Sponsor(s):

Date:

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>An ordinance to amend Jackson County Code Chapter 11 1143, Acquisition of Service Pistol by Retiring Deputy Sheriff or Park Ranger, ordinance#4326, effective 07/26/2011, to read as follows: Upon retirement from full time County employment, the Sheriff, any deputy sheriff, or any park ranger may purchase from the County their service weapon at a trade-in cost established by the Director of Finance and Purchasing. This trade in cost shall be that amount which the director is satisfied the County would receive from an authorized vendor if the county Traded-in the weapon on the purchase of a new weapon. The Retiring County employee/officer shall be responsible for any federal or state permitting costs associated with the transfer of the weapon.</u></p>												
<p><b>BUDGET INFORMATION</b>  <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>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO N/A</td> <td>FROM ACCT</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO N/A	FROM ACCT		TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00												
Amount previously authorized this fiscal year:	\$0.00												
Total amount authorized after this legislative action:	\$0.00												
Amount budgeted for this item * (including transfers):	\$0.00												
Source of funding (name of fund) and account code number; FROM / TO N/A	FROM ACCT												
	TO ACCT												
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>												
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Capt. Dave Epperson, 816-524-4302</p>												
<p><b>REQUEST SUMMARY</b></p>	<p>This RLA requests <u>An ordinance to amend Jackson County Code Chapter 11 1143, Acquisition of Service Pistol by Retiring Deputy Sheriff or Park Ranger, ordinance#4326, effective 07/26/2011, to read as follows: Upon retirement from full time County employment, the Sheriff, any deputy sheriff, or any park ranger may purchase from the County their service weapon at a trade-in cost established by the Director of Finance and Purchasing. This trade in cost shall be that amount which the director is satisfied the County would receive from an authorized vendor if the county Traded-in the weapon on the purchase of a new weapon. The Retiring County employee/officer shall be responsible for any federal or state permitting costs associated with the transfer of the weapon.</u></p>												

ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office: <i>many Jones Blount</i>	Date: <i>8/21/16</i>

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.

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

**AN ORDINANCE** appropriating \$18,574.00 from the undesignated fund balance of the 2016 Sheriff's Revolving Fund for the purchase of upgraded mobile ticketing equipment for use by the Sheriff's Office.

**ORDINANCE NO. 4947**, December 5, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office desires to purchase additional computer equipment to upgrade its mobile ticketing operation using the existing term and supply contract with World Wide Technology, Inc.; and,

WHEREAS, an appropriation is necessary to place the funds needed for this purchase in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Sheriff's Revolving Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Sheriff's Revolving Fund Sheriff			
048-2810	Undesignated Fund Balance	\$18,574	
048-4201	58173 – Computer Equip/Terminals		\$18,574

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. 4947 introduced on December 5, 2016, was duly passed on \_\_\_\_\_, 2016 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. 4947.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 048 2810  
ACCOUNT TITLE: Sheriff's Revolving Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$18,574.00

  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

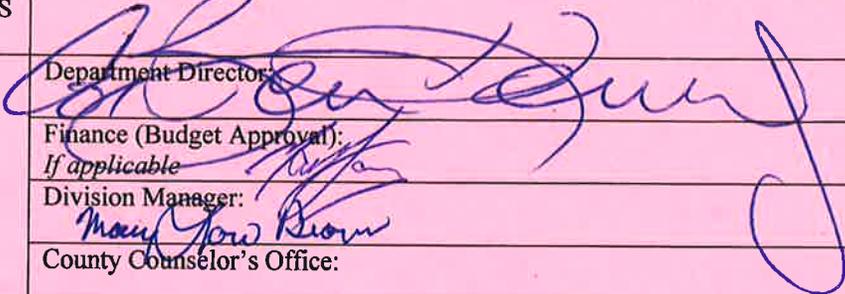
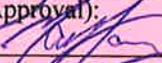
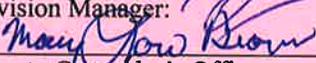
Completed by County Counselor's Office:

Res/Ord No.: 4947

Sponsor(s): Alfred Jordan

Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an ordinance appropriating \$18,574.05 from the undesignated fund balance of the Sheriff's Revolving Fund to purchase Computer Equipment from World Wide Technology under Term &amp; Supply contract no. C211034001.</u></p>																		
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$18,574.05</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>\$18,574.05</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$18,574.05</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>048-4201-52810 Sheriff's Fund, County Sheriff Revolving Fund, Undesignated Fund Balance</td> <td>\$18,574.05</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>048-4201-58173 Sherriff's Fund, County Sheriff Revolving Fund, Computer Equipment/Terminals</td> <td>\$18,574.05</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</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:	\$18,574.05	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$18,574.05	Amount budgeted for this item * (including transfers):	\$18,574.05	Source of funding (name of fund) and account code number:		FROM:		048-4201-52810 Sheriff's Fund, County Sheriff Revolving Fund, Undesignated Fund Balance	\$18,574.05	TO:		048-4201-58173 Sherriff's Fund, County Sheriff Revolving Fund, Computer Equipment/Terminals	\$18,574.05
Amount authorized by this legislation this fiscal year:	\$18,574.05																		
Amount previously authorized this fiscal year:																			
Total amount authorized after this legislative action:	\$18,574.05																		
Amount budgeted for this item * (including transfers):	\$18,574.05																		
Source of funding (name of fund) and account code number:																			
FROM:																			
048-4201-52810 Sheriff's Fund, County Sheriff Revolving Fund, Undesignated Fund Balance	\$18,574.05																		
TO:																			
048-4201-58173 Sherriff's Fund, County Sheriff Revolving Fund, Computer Equipment/Terminals	\$18,574.05																		
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): n/a          Prior resolutions and (date): n/a</p>																		
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Kyle Brack, Senior Buyer, 816-881-3265</p>																		
<b>REQUEST SUMMARY</b>	<p>Due to an administrative and vendor error, additional product was unexpectedly shipped by World Wide Technology. The Sheriff's Office has decided to keep the product and now seeks to purchase the additional Computer Equipment to upgrade their mobile ticketing operation using funds from the undesignated fund balance of the Sheriff's Revolving Fund. The equipment will be purchased via existing County Term &amp; Supply Contract No. C211034001.</p> <p>The Chief Financial Officer requests the appropriating of \$18,574.04 as follows:</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">From:</td> <td style="text-align: right;">To:</td> </tr> <tr> <td>048-4201-52810 Sheriff's Fund, Sheriff's Revolving Fund, Undesignated Fund Balance</td> <td style="text-align: right;">\$18,574.05</td> <td></td> </tr> <tr> <td>048-4201-58173 Sheriff's Fund, Sheriff's Revolving Fund, Computer Equipment/Terminals</td> <td></td> <td style="text-align: right;">\$18,574.05</td> </tr> </table>		From:	To:	048-4201-52810 Sheriff's Fund, Sheriff's Revolving Fund, Undesignated Fund Balance	\$18,574.05		048-4201-58173 Sheriff's Fund, Sheriff's Revolving Fund, Computer Equipment/Terminals		\$18,574.05									
	From:	To:																	
048-4201-52810 Sheriff's Fund, Sheriff's Revolving Fund, Undesignated Fund Balance	\$18,574.05																		
048-4201-58173 Sheriff's Fund, Sheriff's Revolving Fund, Computer Equipment/Terminals		\$18,574.05																	
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A</p>																		

	<input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Memorandum from Captain David Epperson, Sheriff's Office; Quote from World Wide Technology	
REVIEW	Department Director: 	Date: 2/21/16
	Finance (Budget Approval): If applicable: 	Date: 11/28/16
	Division Manager: 	Date: 12/11/16
	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:
2810	Undesignated Fund Balance	\$18,574. <sup>00</sup>

- 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.



OFFICE OF JACKSON COUNTY, MISSOURI  
*SHERIFF*  
INTER-OFFICE MEMORANDUM

**TO:** Kyle Brack

**FROM:** Captain David Epperson

**DATE:** 11/22/2016

**SUBJECT:** World Wide technology Order

Kyle,

I am submitting this memorandum to request approval of a purchase order reference the purchase of lap top computers and printers for our traffic unit.

We originally were approved to purchase lap tops and printers from World Wide Technology in the amount of \$18574.05. We requested a purchase order, immediately after it was approved through the legislature, however there were several changes requested via the purchase order process by finance and purchasing. We then had to cancel the original purchase order and request a new estimate because the old one had expired. World Wide Technology said they never received the cancelled purchase order from purchasing for the first order on the original estimate but our office did. We then received the shipment and assumed it was the only one we had ordered. We then received additional invoices and another identical shipment. It had been ordered and billed twice. We now have a purchase order in place to pay for the second shipment. We need a purchase order to pay for the original shipment as the Sheriff decided to keep it and not return the merchandise.

We appreciate your help on this.



Sales Quotation	Submitted By	Submitted To
<b>Quote Number:</b> 4172792.1 <b>Customer:</b> Jackson County, MO <b>Quote Date:</b> 04/13/2016 <b>Quote Name:</b> Panasonic <b>Contract:</b> SOM - PVC - ST C211034001 Exp. Date: 06/30/2016	Gonzalez, Andrew M P: (314) 919-1435 Andrew.Gonzalez@wwt.com	Michael Ohlson P: 816.881.3151 MOhlson@jacksongov.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	CF-20C0001KM PANASONIC	Call	5	\$3,037.84	\$15,189.20
Description: Panasonic Win7 (Win10 Pro COA), Intel Core m5-6Y57 1.10 GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 8GB, 128GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), Webcam, Emissive Backlit Keyboard, Toughbook Preferred					
2	CF-SVCLTNF3Y PANASONIC	Call	5	\$234.00	\$1,170.00
Description: Panasonic Toughbook Protection Plus, 3 Year Accidental Damage Warranty					

Totals	
Product Total	\$16,359.20
Maintenance Total	\$0.00
Customer Total	\$16,359.20
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
<b>Total Price:</b>	<b>\$16,359.20</b>

This quote is WWT Confidential Information.  
 Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.  
 Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.  
 Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.  
 Products may only be returned in accordance with the original manufacturer's RMA policy.  
 Items returned after 30 days of receipt may not be returnable due to vendor restrictions.  
 All delivery dates are approximate and not guaranteed.  
 Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.  
 Title and risk of loss will transfer to Buyer at WWT's shipping point.  
 Payment terms are net 30, unless otherwise agreed to by both parties in writing.  
 All products and services are provided to Buyer in accordance with Seller's terms of sale:  
<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>



Sales Quotation	Submitted By	Submitted To
Quote Number: 4176784.2	Gonzalez, Andrew M	Michael Ohlson
Customer: Jackson County, MO	P: (314) 919-1435	P: 816.881.3151
Quote Date: 04/21/2016	Andrew.Gonzalez@wwt.com	MOhlson@jacksongov.org
Quote Name: POCKETJET 6		
Contract: SOM - PVC - ST C211034001 Exp. Date: 06/30/2016		

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	PJ663 BROTHER MOBILE SOLUTIONS	Call	5	\$427.25	\$2,136.25
Description: POCKETJET 6 PLUS WITH BLUETOOTH ENGINE, 300-DPI, INTEGRATED USB/IRDA AND BLUETO					
2	LB3690 BROTHER MOBILE SOLUTIONS	Call	5	\$15.72	\$78.60
Description: CAR ADAPTER CIG PLUG - 3-FOOT LENGTH					

Totals	
Product Total	\$2,214.85
Maintenance Total	\$0.00
Customer Total	\$2,214.85
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
<b>Total Price:</b>	<b>\$2,214.85</b>

**This quote is WWT Confidential Information.**

Seller provides all products and services to Buyer only in accordance with any applicable third party terms and conditions within the applicable and user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale:

<https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>

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

**AN ORDINANCE** repealing section 9305., Jackson County Code, 1984, relating to the Drug Commission, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 4948**, December 5, 2016

**INTRODUCED BY** Dan Tarwater III and Scott Burnett, County Legislators

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 9305., Jackson County Code, 1984, is hereby repealed and one new section enacted in lieu thereof, to be known as section 9305., to read as follows:

9305. Drug Commission.

A Drug Commission shall be established and organized as follows:

9305.1 Composition

The County Executive shall appoint, as members of the Commission, nine residents of Jackson County from among those recommended by the County Legislature or from among those citizens known by the County Executive to be interested in serving on the Commission. One member shall be appointed from each of the six legislative districts and three members shall be appointed from the County at large. The at-large members shall represent the professional fields of law, substance abuse, and public health/health care, with one member

appointed from each field. Three members shall serve initial terms of two years, three members shall serve initial terms of three years, and three members shall serve initial terms of four years. Members of the initial Drug Commission shall be eligible for reappointment to one four-year term each. Successor members of the Commission shall serve terms of four years, or for the unexpired terms of their predecessors, and are also eligible for reappointment [to one four-year term each]. The County Executive shall designate one member to serve as the Commission Chair.

#### 9305.2 Ex Officio Members.

The Prosecuting Attorney, the Chief of the Kansas City, Missouri Police Department, and the Chair of the Jackson County Drug Task Force shall serve as ex officio members of the Commission without vote.

#### 9305.3 COMBAT Funding Recipients Not Eligible.

No voting member of the Commission shall concurrently be employed by, a director of, or otherwise similarly associated under any entity or organization which applies for or receives COMBAT funding in any manner.

#### 9305.4 Powers and Duties.

The Drug Commission shall establish goals for COMBAT funding and make recommendations on all funding requests for COMBAT initiatives.

9305.5 Compensation.

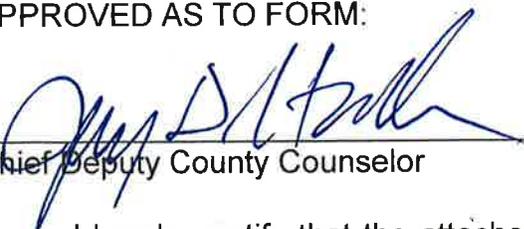
Each member of the Commission shall receive the sum of \$700.00 per meeting personally attended for his or her service. No member of the Commission shall receive in excess of \$8,400.00 per calendar year for his or her service on the Commission.

9305.6 Meetings.

The Commission shall meet at least quarterly.

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. 4948 introduced on December 5, 2016, was duly passed on \_\_\_\_\_, 2016 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 4948.

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the County Executive to execute a Subscriber Agency Agreement with the City of Independence, Missouri, for the furnishing of utilization and maintenance costs in compliance with the Metropolitan Area Regional Radio System, at a cost to the County not to exceed \$60,895.00 in 2017, subject to appropriation in the 2017 and future years' annual budget.

**RESOLUTION NO. 19324**, December 5, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4471, dated November 5, 2012, the Legislature did award a contract to Motorola Solutions, Inc., for the furnishing of a narrow band public radio system for use by the Sheriff's Office, Parks + Rec Department, Public Works Department, Emergency Management Office, and the Transportation Unit of the Department of Corrections, as required by the Federal Communication Commission; and,

WHEREAS, by Resolution 18276, dated October 14, 2013, the Legislature authorized the execution of a User Agency Master Site Port Agreement necessary for the County to join the Metropolitan Area Regional Radio System (MARRS), which was established to further local government communication interoperability; and,

WHEREAS, as a member of MARRS, the County is required to comply with standards adopted by the MARRS board to maintain the integrity of the P25 Digital Radio System; and,

WHEREAS, the City of Independence, Missouri (the "City") is a Prime Site Agency under the MARRS Memorandum of Understanding; and,

WHEREAS, the County and the City desire to enter into an agreement to operate radio subscriber equipment within the Eastern Jackson County P25 Radio System, at a cost to the County in 2017 in an amount not to exceed \$60,895.00; and,

WHEREAS, the attached Subscriber Agency Agreement with the City of Independence is a suitable mechanism by which to implement the mutual understanding of the City and County related to utilization and maintenance costs of this system ; and,

WHEREAS, this Agreement will be renewed annually upon the mutual agreement of both parties, with funding subject to appropriation in the 2017 and future years' annual budget; and,

WHEREAS, execution of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Subscriber Agency Agreement with the City of Independence; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, subject to appropriation in the 2017 and future years' annual budgets.

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. 19324 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funding for 2017 and future years is subject to annual appropriation in the County's then current budget.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

# METROPOLITAN AREA REGIONAL RADIO SYSTEM

## Subscriber Agency Agreement

This Agreement, dated Jan. 1<sup>st</sup>, 2017 is between the City of Independence Missouri (Prime Site Agency) and the County of Jackson County Missouri ("Subscriber Agency").

### RECITALS

- A. WHEREAS the City of Independence Missouri is a Prime Site Agency under the MARRS Memorandum Of Understanding dated January 10, 2012, and
- B. WHEREAS the County of Jackson County Missouri desires to enter into agreement with the City of Independence Missouri to operate radio subscriber equipment on the Eastern Jackson County P25 Radio System, and
- C. The parties to this Agreement have determined that their cooperative effort will be a benefit to the public's health, safety, and welfare.
- D. This Subscriber Agency Agreement provides that the Subscriber Agencies, upon joining the Eastern Jackson County P25 Radio System, shall share with the City of Independence Missouri in the actual and anticipated costs for the utilization and ongoing maintenance of the Eastern Jackson County P25 Radio System and related infrastructure.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Defined Terms.** Capitalized terms in this Agreement shall have the same meaning ascribed to them in the Metropolitan Area Regional Radio System Memorandum Of Understanding dated April 8, 2010 ("MARRS Agreement") or User Agency Master Site Port Agreement, copies of which has been provided to the City of Independence Missouri and Subscriber Agencies.

#### **Additional definitions:**

"Eastern Jackson County *radio System*" that P-25 System providing coverage and capacity to Subscriber Agencies.

"*Prime Site Agency*" any agency/entity operating a multi-site simulcast subsystem with its own dedicated Prime Site, controlled by another agency's Master Site.

---

*"Subscriber Agency"* any agency/entity which operates mobile, portable, repeater, or control station radio equipment on the City of Independence P25 Radio System.

*"Subscriber Equipment"* approved mobile, portable radios, portable repeaters and control stations.

2. **Authorization.** The Subscriber Agencies are hereby authorized by the City of Independence Missouri to join the Eastern Jackson County P-25 System as set forth in this Agreement.

3. **Conflict with MARRS Agreement.** The parties agree that it is their intent that the implementation and interpretation of this Agreement shall be guided by the terms and provisions of the MARRS Agreement. However, if a conflict exists between this Agreement and the MARRS Agreement, this Agreement shall control the rights and obligations of the parties to this Agreement.

4. **Equipment Requirements.** The Subscriber Agencies agree to acquire and maintain their own radio equipment, including, but not limited to, mobile and portable radios, control stations, or portable repeaters. All such equipment used by the Subscriber Agency's users shall meet applicable public safety standards and be certified through the APCO P25 Compliance Assessment Program (CAP) for operation on an APCO P25 800 MHz Simulcast Trunked Radio System. A list of all proposed Subscriber Agency equipment is included in Exhibit A.

5. **Protection of System.** The Subscriber Agencies agree that they shall not degrade or negatively impact the radio operations of the Eastern Jackson County P-25 System, any other Subscriber Agency or any other authorized user of MARRS. The Subscriber Agencies also agree to use only equipment that has been approved by the MARRS Technical Committee. A list of approved equipment can be obtained from the MARRS Technical Committee. Should a Subscriber Agency wish to utilize equipment that is not on the MARRS Technical Committee's approved equipment list, a sample of each type of proposed equipment, including programming software and cables, must be submitted to the MARRS Technical Committee to be tested for a period not to exceed 90 days. Upon completion of testing, MARRS will advise the Subscriber Agency if the equipment is acceptable for operation on the MARRS.

Each Subscriber Agency agrees radio equipment can only be programmed by service companies approved by the MARRS Technical Committee. The MARRS Technical Committee shall determine which service company shall retain Advanced System Keys and Master Talk Group information. A list of approved service companies can be obtained from the MARRS Technical Committee.

6. **System Performance.** The Subscriber Agencies agree that the Eastern Jackson County P-25 System has been designed to meet the anticipated peak use by all parties to

this Agreement and to provide a minimum of 95% coverage within their jurisdictional boundaries utilizing a portable radio worn at the hip, on the street.

7. **Committee Participation.** All parties to this Agreement shall be members of the MARRS Users Committee and shall appoint one representative each to such committee. In addition, all parties to this Agreement shall, if requested by the Management Council, be a member of, and appoint a representative to, the Technical Committee and the Standard Operating Committee.

8. **Dispute Resolution.** If a breach of this Agreement occurs, other than a breach for non-payment, the parties agree that the matter shall be submitted to the MARRS Management Council in an attempt to resolve the matter as quickly as possible and in the best interest of the MARRS. If such a breach or dispute cannot be resolved with the MARRS Management Council's assistance, the matter shall be submitted to the Mid America Regional Council (MARC) Board for its consideration and recommendation. MARC shall consider the matter and make its recommendation which the parties may then accept or reject as final. Any party dissatisfied with MARC'S decision may take further action as allowed or authorized by law.

9. **Contact Information.** The primary agency contacts for the purpose of this Agreement are set forth on the attached Exhibit B.

10. **Maintenance of System.** The City of Independence Missouri shall manage the day-to-day operations of the Eastern Jackson County P-25 Radio System. The City of Independence Missouri will contract with appropriate vendors to maintain the infrastructure of the Eastern Jackson County P-25 Radio System. The City of Independence Missouri agrees to maintain the infrastructure according to manufacturer specifications as approved by the MARRS Management Council including, but not limited to maintaining current versions of software on switches and user equipment, coordinating radio ID information and other data needed for interoperability, and maintaining connectivity between switches. The City of Independence Missouri agrees to operate by interoperability standards agreed upon by the MARRS Management Council.

11. **FCC Licenses.** The City of Independence Missouri agrees to maintain any necessary FCC licenses for the Eastern Jackson County P-25 Radio System.

12. **Radio System Maintenance Cost Sharing.** The Subscriber Agencies agree to support the costs of radio system infrastructure maintenance. Payments shall be made according to the attached subscriber fee structure (Exhibit C) and these payments will be applied directly to reduce overall annual maintenance costs of the Eastern Jackson County P-25 Radio System.

14. **Force Majeure.** The parties agree that the City of Independence Missouri and Subscriber Agencies shall not be responsible for interruptions of service due to the forces

---

of nature, war, manmade disasters, or other such acts beyond the control of the City of Independence Missouri or the Subscriber Agencies.

15. **No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the Eastern Jackson County P-25 Radio System operated by any of the parties and each party acknowledges that service disruptions will occur from time to time and each party agrees to hold the other harmless from any claim for damages arising out of such disruption.

16. **Liability and Indemnification.** Subject to any tort claims statute or other protection or limitation of liability, each party to this Agreement agrees to hold harmless, indemnify, and defend each other, their respective officers, agents, employees and volunteers from any loss or liability, financial or otherwise, including but not limited to reasonable attorneys' fees and costs, resulting from any claim, demand, suit, action or cause of action either direct or passive, the omission, failure to act, or negligence on the part of the other or their respective employees, agents or representatives arising out of their participation in this Agreement.

17. **Term.** This initial term of this Agreement shall extend five years from date of final system acceptance as defined in the agreement between The City of Independence Missouri and Motorola.

19. **Termination.** The City of Independence Missouri agrees it shall not unreasonably or arbitrarily terminate this Agreement. Except for a termination based upon non-payment, the City of Independence Missouri agrees that before it terminates this Agreement prior to the end of the original or any extended term, it shall provide written notification of intent to terminate to the Subscriber Agencies and the MARRS Management Council at least 365 days prior to termination to allow the Subscriber Agencies sufficient opportunity to develop a transition plan for continued service.

The Subscriber Agencies agree they shall not unreasonably or arbitrarily terminate this Agreement prior to the end of the original or any extended term; the Subscriber Agencies shall provide written notification of intent to terminate to the City of Independence Missouri and the MARRS Management Council at least 365 days prior to termination.

20. **Notices.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand or any other reliable method to other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed to the The City of Independence Missouri contact as shown below or to such person or place as the City of Independence Missouri or Subscriber Agency, as the case may be, may designate, from time to time, by written notice sent as aforesaid.

21. **Confidentiality.** Information that identifies the configuration of components of or the operation of the Eastern Jackson County P-25 Radio System and the MARRS and would allow unauthorized access to or unlawful disruption of the Eastern Jackson County



---

**SUBSCRIBER AGREEMENT**

**(Jackson County, Missouri)**

**JACKSON COUNTY, MISSOURI**

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
W. Stephen Nixon, County Counselor

**ATTEST:**

By: \_\_\_\_\_  
Mary Jo Spino, Clerk County Legislature

**EXHIBIT A**

**Proposed Subscriber Agency radio equipment:**

<b>Model Number</b>	<b>Model Description</b>	<b>Serial Number</b>	<b>Call List Alias</b>	<b>ASTRO 25 Unit ID</b>
M30TSS9PW1AN	APX7500	656CPF1961	JACSM4001	4044001
M30TSS9PW1AN	APX7500	656CPF1950	JACSM4002	4044002
M30TSS9PW1AN	APX7500	656CPF1951	JACSM4003	4044003
M30TSS9PW1AN	APX7500	656CPF1952	JACSM4004	4044004
M30TSS9PW1AN	APX7500	656CPF1953	JACSM4005	4044005
M30TSS9PW1AN	APX7500	656CPF1954	JACSM4006	4044006
M30TSS9PW1AN	APX7500	656CPF1955	JACSM4007	4044007
M30TSS9PW1AN	APX7500	656CPF1956	JACSM4008	4044008
M30TSS9PW1AN	APX7500	656CPF1957	JACSM4009	4044009
M30TSS9PW1AN	APX7500	656CPF1958	JACSM4010	4044010
M30TSS9PW1AN	APX7500	656CPF1959	JACSM4011	4044011
M30TSS9PW1AN	APX7500	656CPF1960	JACSM4012	4044012
M30TSS9PW1AN	APX7500	656CPF1962	JACSM4013	4044013
M30TSS9PW1AN	APX7500	656CPF1963	JACSM4014	4044014
M30TSS9PW1AN	APX7500	656CPF1964	JACSM4015	4044015
M30TSS9PW1AN	APX7500	656CPF1965	JACSM4016	4044016
M30TSS9PW1AN	APX7500	656CPF1966	JACSM4017	4044017
M30TSS9PW1AN	APX7500	656CPF1967	JACSM4018	4044018
M30TSS9PW1AN	APX7500	656CPF1968	JACSM4019	4044019
M30TSS9PW1AN	APX7500	656CPF1969	JACSM4020	4044020
M30TSS9PW1AN	APX7500	656CPF1970	JACSM4021	4044021
M30TSS9PW1AN	APX7500	656CPF1971	JACSM4022	4044022
M30TSS9PW1AN	APX7500	656CPF1972	JACSM4023	4044023
M30TSS9PW1AN	APX7500	656CPF1973	JACSM4024	4044024
M30TSS9PW1AN	APX7500	656CPF1974	JACSM4025	4044025
M30TSS9PW1AN	APX7500	656CPF1975	JACSM4026	4044026
M30TSS9PW1AN	APX7500	656CPF1976	JACSM4027	4044027
M30TSS9PW1AN	APX7500	656CPF1977	JACSM4028	4044028
M30TSS9PW1AN	APX7500	656CPF1978	JACSM4029	4044029
M30TSS9PW1AN	APX7500	656CPF1979	JACSM4030	4044030
M30TSS9PW1AN	APX7500	656CPF1980	JACSM4031	4044031

M30TSS9PW1AN	APX7500	656CPF1981	JACSM4032	4044032
M30TSS9PW1AN	APX7500	656CPF1982	JACSM4033	4044033
M30TSS9PW1AN	APX7500	656CPF1983	JACSM4034	4044034
M30TSS9PW1AN	APX7500	656CPF1984	JACSM4035	4044035
M30TSS9PW1AN	APX7500	656CPF1985	JACSM4036	4044036
M30TSS9PW1AN	APX7500	656CPF1986	JACSM4037	4044037
M30TSS9PW1AN	APX7500	656CPF1987	JACSM4038	4044038
M30TSS9PW1AN	APX7500	656CPF1988	JACSM4039	4044039
M30TSS9PW1AN	APX7500	656CPF1989	JACSM4040	4044040
M30TSS9PW1AN	APX7500	656CPF1990	JACSM4041	4044041
M30TSS9PW1AN	APX7500	656CPF1991	JACSM4042	4044042
M30TSS9PW1AN	APX7500	656CPF1992	JACSM4043	4044043
M30TSS9PW1AN	APX7500	656CPF1993	JACSM4044	4044044
M30TSS9PW1AN	APX7500	656CPF1994	JACSM4045	4044045
M30TSS9PW1AN	APX7500	656CPF1995	JACSM4046	4044046
M30TSS9PW1AN	APX7500	656CPF2718	JACSM4047	4044047
M30TSS9PW1AN	APX7500	656CPF2719	JACSM4048	4044048
M30TSS9PW1AN	APX7500	656CPF2720	JACSM4049	4044049
M30TSS9PW1AN	APX7500	656CPF2721	JACSM4050	4044050
M30TSS9PW1AN	APX7500	656CPF2722	JACSM4051	4044051
M30TSS9PW1AN	APX7500	656CPF2723	JACSM4052	4044052
M30TSS9PW1AN	APX7500	656CPF2724	JACSM4053	4044053
M30TSS9PW1AN	APX7500	656CPF2725	JACSM4054	4044054
M30TSS9PW1AN	APX7500	656CPF2726	JACSM4055	4044055
M30TSS9PW1AN	APX7500	656CPF2727	JACSM4056	4044056
M30TSS9PW1AN	APX7500	656CPF2728	JACSM4057	4044057
M30TSS9PW1AN	APX7500	656CPF2729	JACSM4058	4044058
M30TSS9PW1AN	APX7500	656CPF2730	JACSM4059	4044059
M30TSS9PW1AN	APX7500	656CPF2731	JACSM4060	4044060
M30TSS9PW1AN	APX7500	656CPF2732	JACSM4061	4044061
M30TSS9PW1AN	APX7500	656CPF2733	JACSM4062	4044062
M30TSS9PW1AN	APX7500	656CPF2734	JACSM4063	4044063
M30TSS9PW1AN	APX7500	656CPF2735	JACSM4064	4044064
M30TSS9PW1AN	APX7500	656CPF2736	JACSM4065	4044065
M30TSS9PW1AN	APX7500	656CPF2737	JACSM4066	4044066
M30TSS9PW1AN	APX7500	656CPF2738	JACSM4067	4044067
M30TSS9PW1AN	APX7500	656CPF2739	JACSM4068	4044068
M30TSS9PW1AN	APX7500	656CPF2740	JACSM4069	4044069
M30TSS9PW1AN	APX7500	656CPF2741	JACSM4070	4044070

M30TSS9PW1AN	APX7500	656CPF2742	JACSM4071	4044071
M30TSS9PW1AN	APX7500	656CPF2743	JACSM4072	4044072
M30TSS9PW1AN	APX7500	656CPF2744	JACSM4073	4044073
M30TSS9PW1AN	APX7500	656CPF2745	JACSM4074	4044074
M30TSS9PW1AN	APX7500	656CPF2746	JACSM4075	4044075
M30TSS9PW1AN	APX7500	656CPF2747	JACSM4076	4044076
M30TSS9PW1AN	APX7500	656CPF2748	JACSM4077	4044077
M30TSS9PW1AN	APX7500	656CPF2749	JACSM4078	4044078
M30TSS9PW1AN	APX7500	656CPF2750	JACSM4079	4044079
M30TSS9PW1AN	APX7500	656CPF2751	JACSM4080	4044080
M30TSS9PW1AN	APX7500	656CPF2752	JACSM4081	4044081
M30TSS9PW1AN	APX7500	656CPF2753	JACSM4082	4044082
M30TSS9PW1AN	APX7500	656CPF2754	JACSM4083	4044083
M30TSS9PW1AN	APX7500	656CPF2755	JACSM4084	4044084
M30TSS9PW1AN	APX7500	656CPF2756	JACSM4085	4044085
M30TSS9PW1AN	APX7500	656CPF2757	JACSM4086	4044086
M30TSS9PW1AN	APX7500	656CPF2758	JACSM4087	4044087
M30TSS9PW1AN	APX7500	656CPF2759	JACSM4088	4044088
M30TSS9PW1AN	APX7500	656CPF2760	JACSM4089	4044089
M30TSS9PW1AN	APX7500	656CPF2761	JACSM4090	4044090
M30TSS9PW1AN	APX7500	656CPF2762	JACSM4091	4044091
M30TSS9PW1AN	APX7500	656CPF2763	JACSM4092	4044092
M30TSS9PW1AN	APX7500	656CPF2764	JACSM4093	4044093
M30TSS9PW1AN	APX7500	656CPF2765	JACSM4094	4044094
M30TSS9PW1AN	APX7500	656CPF2766	JACSM4095	4044095
M30TSS9PW1AN	APX7500	656CPF2767	JACSM4096	4044096
M30TSS9PW1AN	APX7500	656CPF1996	JACSM4097	4044097
M30TSS9PW1AN	APX7500	656CPF1997	JACSM4098	4044098
M25URS9PW1AN	APX6500Li	652CPK0064	JACSM4099	4044099
M21URM9PW1AN	XTL2500	514CPF1158	Disp CS	4044192
M21URM9PW1AN	XTL2500	514CPF1159	Disp CS	4044193
M22URS9PW1AN	APX4500	471CPK0132	Disp CS	4044194
			DVRs	4044195
			DVRs	4044196
M25URS9PW1AN	APX6500	527CPM3415	Disp CS	4044197

M25URS9PW1AN	APX6500	527CPM3416	Disp CS	4044198
M25URS9PW1AN	APX6500	527CPM3417	Disp CS	4044199
M25URS9PW1AN	APX6500	527CPM3418	Disp CS	4044200

H97TGD9PW1AN	APX7000	655CPF0927	JACSP4201	4044201
H97TGD9PW1AN	APX7000	655CPF0936	JACSP4202	4044202
H97TGD9PW1AN	APX7000	655CPF0906	JACSP4203	4044203
H97TGD9PW1AN	APX7000	655CPF0907	JACSP4204	4044204
H97TGD9PW1AN	APX7000	655CPF0908	JACSP4205	4044205
H97TGD9PW1AN	APX7000	655CPF0909	JACSP4206	4044206
H97TGD9PW1AN	APX7000	655CPF0910	JACSP4207	4044207
H97TGD9PW1AN	APX7000	655CPF0911	JACSP4208	4044208
H97TGD9PW1AN	APX7000	655CPF0912	JACSP4209	4044209
H97TGD9PW1AN	APX7000	655CPF0913	JACSP4210	4044210
H97TGD9PW1AN	APX7000	655CPF0914	JACSP4211	4044211
H97TGD9PW1AN	APX7000	655CPF0915	JACSP4212	4044212
H97TGD9PW1AN	APX7000	655CPF0916	JACSP4213	4044213
H97TGD9PW1AN	APX7000	655CPF0917	JACSP4214	4044214
H97TGD9PW1AN	APX7000	655CPF0918	JACSP4215	4044215
H97TGD9PW1AN	APX7000	655CPF0919	JACSP4216	4044216
H97TGD9PW1AN	APX7000	655CPF0920	JACSP4217	4044217
H97TGD9PW1AN	APX7000	655CPF0921	JACSP4218	4044218
H97TGD9PW1AN	APX7000	655CPF0922	JACSP4219	4044219
H97TGD9PW1AN	APX7000	655CPF0923	JACSP4220	4044220
H97TGD9PW1AN	APX7000	655CPF0924	JACSP4221	4044221
H97TGD9PW1AN	APX7000	655CPF0925	JACSP4222	4044222
H97TGD9PW1AN	APX7000	655CPF0926	JACSP4223	4044223
H97TGD9PW1AN	APX7000	655CPF0928	JACSP4224	4044224
H97TGD9PW1AN	APX7000	655CPF0929	JACSP4225	4044225
H97TGD9PW1AN	APX7000	655CPF0930	JACSP4226	4044226
H97TGD9PW1AN	APX7000	655CPF0931	JACSP4227	4044227
H97TGD9PW1AN	APX7000	655CPF0932	JACSP4228	4044228
H97TGD9PW1AN	APX7000	655CPF0933	JACSP4229	4044229
H97TGD9PW1AN	APX7000	655CPF0934	JACSP4230	4044230
H97TGD9PW1AN	APX7000	655CPF0935	JACSP4231	4044231
H97TGD9PW1AN	APX7000	655CPF0937	JACSP4232	4044232
H97TGD9PW1AN	APX7000	655CPF0938	JACSP4233	4044233
H97TGD9PW1AN	APX7000	655CPF0939	JACSP4234	4044234
H97TGD9PW1AN	APX7000	655CPF0940	JACSP4235	4044235
H97TGD9PW1AN	APX7000	655CPF0941	JACSP4236	4044236
H97TGD9PW1AN	APX7000	655CPF0942	JACSP4237	4044237
H97TGD9PW1AN	APX7000	655CPF0943	JACSP4238	4044238

H97TGD9PW1AN	APX7000	655CPF0944	JACSP4239	4044239
H97TGD9PW1AN	APX7000	655CPF0945	JACSP4240	4044240
H97TGD9PW1AN	APX7000	655CPF0946	JACSP4241	4044241
H97TGD9PW1AN	APX7000	655CPF0947	JACSP4242	4044242
H97TGD9PW1AN	APX7000	655CPF0948	JACSP4243	4044243
H97TGD9PW1AN	APX7000	655CPF0949	JACSP4244	4044244
H97TGD9PW1AN	APX7000	655CPF0950	JACSP4245	4044245
H97TGD9PW1AN	APX7000	655CPF0951	JACSP4246	4044246
H97TGD9PW1AN	APX7000	655CPF0952	JACSP4247	4044247
H97TGD9PW1AN	APX7000	655CPF0953	JACSP4248	4044248
H97TGD9PW1AN	APX7000	655CPF0954	JACSP4249	4044249
H97TGD9PW1AN	APX7000	655CPF0955	JACSP4250	4044250
H97TGD9PW1AN	APX7000	655CPF0956	JACSP4251	4044251
H97TGD9PW1AN	APX7000	655CPF0957	JACSP4252	4044252
H97TGD9PW1AN	APX7000	655CPF0958	JACSP4253	4044253
H97TGD9PW1AN	APX7000	655CPF0959	JACSP4254	4044254
H97TGD9PW1AN	APX7000	655CPF0960	JACSP4255	4044255
H97TGD9PW1AN	APX7000	655CPF0961	JACSP4256	4044256
H97TGD9PW1AN	APX7000	655CPF0962	JACSP4257	4044257
H97TGD9PW1AN	APX7000	655CPF0963	JACSP4258	4044258
H97TGD9PW1AN	APX7000	655CPF0964	JACSP4259	4044259
H97TGD9PW1AN	APX7000	655CPF0965	JACSP4260	4044260
H97TGD9PW1AN	APX7000	655CPF0966	JACSP4261	4044261
H97TGD9PW1AN	APX7000	655CPF0967	JACSP4262	4044262
H97TGD9PW1AN	APX7000	655CPF0968	JACSP4263	4044263
H97TGD9PW1AN	APX7000	655CPF0969	JACSP4264	4044264
H97TGD9PW1AN	APX7000	655CPF0970	JACSP4265	4044265
H97TGD9PW1AN	APX7000	655CPF0971	JACSP4266	4044266
H97TGD9PW1AN	APX7000	655CPF0972	JACSP4267	4044267
H97TGD9PW1AN	APX7000	655CPF0973	JACSP4268	4044268
H97TGD9PW1AN	APX7000	655CPF0974	JACSP4269	4044269
H97TGD9PW1AN	APX7000	655CPF0975	JACSP4270	4044270
H97TGD9PW1AN	APX7000	655CPF0976	JACSP4271	4044271
H97TGD9PW1AN	APX7000	655CPF0977	JACSP4272	4044272
H97TGD9PW1AN	APX7000	655CPF0978	JACSP4273	4044273
H97TGD9PW1AN	APX7000	655CPF0979	JACSP4274	4044274
H97TGD9PW1AN	APX7000	655CPF0980	JACSP4275	4044275
H97TGD9PW1AN	APX7000	655CPF0981	JACSP4276	4044276
H97TGD9PW1AN	APX7000	655CPF0982	JACSP4277	4044277
H97TGD9PW1AN	APX7000	655CPF0983	JACSP4278	4044278
H97TGD9PW1AN	APX7000	655CPF0984	JACSP4279	4044279
H97TGD9PW1AN	APX7000	655CPF0985	JACSP4280	4044280
H97TGD9PW1AN	APX7000	655CPF0986	JACSP4281	4044281

H97TGD9PW1AN	APX7000	655CPF0987	JACSP4282	4044282
H97TGD9PW1AN	APX7000	655CPF0988	JACSP4283	4044283
H97TGD9PW1AN	APX7000	655CPF0989	JACSP4284	4044284
H97TGD9PW1AN	APX7000	655CPF0990	JACSP4285	4044285
H97TGD9PW1AN	APX7000	655CPF0991	JACSP4286	4044286
H97TGD9PW1AN	APX7000	655CPF0992	JACSP4287	4044287
H97TGD9PW1AN	APX7000	655CPF0993	JACSP4288	4044288
H97TGD9PW1AN	APX7000	655CPF0994	JACSP4289	4044289
H97TGD9PW1AN	APX7000	655CPF0995	JACSP4290	4044290
H97TGD9PW1AN	APX7000	655CPF0996	JACSP4291	4044291
H97TGD9PW1AN	APX7000	655CPF0997	JACSP4292	4044292
H97TGD9PW1AN	APX7000	655CPF0998	JACSP4293	4044293
H97TGD9PW1AN	APX7000	655CPF0999	JACSP4294	4044294
H97TGD9PW1AN	APX7000	655CPF1000	JACSP4295	4044295
H97TGD9PW1AN	APX7000	655CPF1001	JACSP4296	4044296
H97TGD9PW1AN	APX7000	655CPF1002	JACSP4297	4044297
H97TGD9PW1AN	APX7000	655CPF1003	JACSP4298	4044298
H97TGD9PW1AN	APX7000	655CQM2074	JACSP4299	4044299
H97TGD9PW1AN	APX7000	655CQM2075	JACSP4300	4044300
H97TGD9PW1AN	APX7000	655CQM2076	JACSP4301	4044301
H97TGD9PW1AN	APX7000	655CQM2077	JACSP4302	4044302
H97TGD9PW1AN	APX7000	655CQM2078	JACSP4303	4044303

M28URS9PW1AN	XTL1500	775TFQ0888		4041701
M28URS9PW1AN	XTL1500	775TFQ1051		4041702
M28URS9PW1AN	XTL1500	775TFQ0886		4041703
M28URS9PW1AN	XTL1500	775TFQ0903		4041704
M28URS9PW1AN	XTL1500	775TFQ0912		4041705
M28URS9PW1AN	XTL1500	775TFQ1103		4041706
				thru
				4041800
H98UCF9PW6AN	APX6000Li	755CPK0088		4041801
H98UCF9PW6AN	APX6000Li	755CPK0089		4041802
H98UCF9PW6AN	APX6000Li	755CPM2727		4041803
H98UCF9PW6AN	APX6000Li	755CPM2728		4041804
H98UCF9PW6AN	APX6000Li	481CQH5935		4041805
H98UCF9PW6AN	APX6000Li	481CQH5936		4041806
H98UCF9PW6AN	APX6000	481CRM1094		4041807

H98UCF9PW6AN	APX6000	481CRM1095		4041808
				4041900

M28URS9PW1AN		775TFQ1095		4041101
M28URS9PW1AN		775TFQ1044		4041102
M28URS9PW1AN		775TFQ1074		4041103
M28URS9PW1AN		775TFQ0884		4041104
				thru
				4041200
H98UCF9PW6AN	APX6000Li	755CPK0087		4041201
H98UCF9PW6AN	APX6000Li	755CPM3114		4041202
H98UCF9PW6AN	APX6000Li	755CPM3115		4041203
H98UCF9PW6AN	APX6000Li	755CPM3116		4041204
H98UCF9PW6AN	APX6000Li	755CPM3117		4041205
				4041300

M28URS9PW1AN	XTL1500	775TFQ1117		4042101
M28URS9PW1AN	XTL1500	775TFQ0883		4042102
M28URS9PW1AN	XTL1500	775TFQ0894		4042103
M28URS9PW1AN	XTL1500	775TFQ0904		4042104
M28URS9PW1AN	XTL1500	775TFQ1114		4042105
M28URS9PW1AN	XTL1500	775TFQ1137		4042106
				thru
				4042200
H98UCF9PW6AN	APX6000Li	755CPK0081		4042201
H98UCF9PW6AN	APX6000Li	755CPK0082		4042202
H98UCF9PW6AN	APX6000Li	755CPK0125		4042203
H98UCF9PW6AN	APX6000Li	755CPK0126		4042204
H98UCF9PW6AN	APX6000Li	755CPK0127		4042205

H98UCF9PW6AN	APX6000Li	755CQB0167		4042206
				thru
				4042300

M28URS9PW1AN	XTL1500	775TFQ0891		4041301
M28URS9PW1AN	XTL1500	775TFQ1104		4041302
M28URS9PW1AN	XTL1500	775TFQ1130		4041303
M28URS9PW1AN	XTL1500	775TFQ0431		4041304
M28URS9PW1AN	XTL1500	775TFQ0918		4041305
M28URS9PW1AN	XTL1500	775TFQ1090		4041306
M28URS9PW1AN	XTL1500	775TFQ0425		4041307
M28URS9PW1AN	XTL1500	775TFQ0916		4041308
M28URS9PW1AN	XTL1500	775TFQ1122		4041309
M28URS9PW1AN	XTL1500	775TFQ0902		4041310
M28URS9PW1AN	XTL1500	775TFQ0890		4041311
				4041312
				4041313
				4041314
				4041315
				4041316
				4041317
				4041318
				4041319
				4041320
				4041321
				4041322
				4041323
				4041324
				4041325
				4041326
				4041327
M28URS9PW1AN	XTL1500	775TFQ1118		4041328
				thru
M28URS9PW1AN	XTL1500	775TFQ0914		4041400
H98UCF9PW6AN	APX6000Li	755CPK0096		4041401
				4041402
H98UCF9PW6AN	APX6000Li	755CPK0097		4041403

H98UCF9PW6AN	APX6000Li	755CPK0098		4041404
				4041405
H98UCF9PW6AN	APX6000Li	755CPK0099		4041406
				4041407
H98UCF9PW6AN	APX6000Li	755CPK0100		4041408
H98UCF9PW6AN	APX6000Li	755CPX0338		4041409
				4041410
H98UCF9PW6AN	APX6000Li	755CPX0339		4041411
H98UCF9PW6AN	APX6000Li	755CPX0340		4041412
H98UCF9PW6AN	APX6000Li	755CPX0341		4041413
H98UCF9PW6AN	APX6000Li	755CPX0342		4041414
				4041415
H98UCF9PW6AN	APX6000Li	755CPX0343		4041416
				4041417
				4041418
				4041419
				4041420
				4041421
H97TGD9PW1AN	APX7000	655CRD0557	OGPD-P622	4041422
				thru
				4041500

Type = mobile, portable, control station, portable repeater

## **EXHIBIT B**

### **Agency Contacts:**

#### **MARRS Management Council**

Name: Eric Winebrenner

Title: Major

Address: 1125 Locust, Kansas City, MO 64106

Telephone Number (816) 513-6593

Email Address: Eric.Winebrenner@KCPD.org

#### **MARRS Technical Committee**

Name: Edward Brundage

Title Technical Assistance Manager

Address: 5304 Municipal Ave, Kansas City, MO 64120

Telephone Number: (816) 482-8510

Email Address: Edward.Brundage @KCPD.org

#### **Prime Site Agency**

Name: Zach Walker

Title: City Manager

Address: 111 E. Maple, Independence, MO 64050

Telephone Number: (816) 325-7019

Email Address: ZWalker@indepmo.org

#### **Subscriber Agency**

Name: Mark Trosen

Title: Deputy Chief Operating Officer

Address: 415 East 12<sup>th</sup>, Kansas City, MO 64106

Telephone Number: (816) 881-3169

Email Address: MTrosen@jacksongov.org

**EXHIBIT C**

	Subscriber Counts					Subscriber Costs	Cost per Subscriber
	Independence	CJCFD	Blue Springs	Sugar Creek	Jackson County		
2016	1483	154	357	76	288	\$492,971	\$17.62
2017	1483	154	357	76	288	\$499,004	\$17.68
2018	1483	154	357	76	261	\$505,709	\$17.92
2019	1483	154	357	76	261	\$548,752	\$19.45

\*Independence Subscriber count includes City of Independence, Lake City Army Ammunition Plant Security, Blue Springs School District Police, American Medical Response, Independence School District, Fort Osage Fire District

\*\*The MARRS Subscriber fee model is currently under revision. A consultant has been retained by MARC to review existing fees. Subscriber fees, beginning in January 2017, may be adjusted based upon recommendations made to the MARRS Executive Committee.

\*\*\*Subscriber fees are based upon the total maintenance costs divided by number of subscribers. Adding additional subscribers may require additional channel capacity resulting in higher infrastructure and maintenance costs. Subscriber agencies will not add additional subscriber equipment without the approval of the Prime Site Agency.

\*\*\*\*Jackson County agencies are currently utilizing the Eastern Jackson County Radio System. Subscriber fees will commence effective January 1, 2017.

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:  
 Res/Ord No.: 19324  
 Sponsor(s): Alfred Jordan  
 Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute a Subscriber Agency Agreement for the Metropolitan Area Regional Radio System (MARRS) with the City of Independence related to the Jackson County Sheriff's Office radio system at a cost to the County for 2017 not to exceed \$60,895.</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<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; 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><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:    Department: Estimated Use: \$</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; FROM / TO	FROM ACCT  TO ACCT
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; FROM / TO	FROM ACCT  TO ACCT										
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): 4471; 11/5/12</p> <p>Prior resolutions and (date): 18276; 10/14/13</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Mark Trosen, Deputy COO, (ext. 11377)</p>										
<b>REQUEST SUMMARY</b>	<p>The Federal Communication Commission (FCC) regulations require that all public safety radio systems must convert to a narrow-band system.</p> <p>The Metropolitan Area Regional Radio System (MARRS) complies with the federal narrow-banding requirements; and is part of an overall interoperability project underway for the region.</p> <p>The Subscriber Agency Agreement provides that the Subscriber Agencies, upon joining the Eastern Jackson County P25 Radio System, shall share with the City of Independence in the actual and anticipated costs for the utilization and ongoing maintenance of the Eastern Jackson County P25 Radio System and related infrastructure.</p> <p>By participating in MARRS, the Sheriff's Office and Parks + Rec Rangers will have full radio coverage in the eastern part of the county.</p> <p>The County's subscriber fee will commence effective January 1, 2017 at annual cost not to exceed \$60,895.</p>										

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	MARRS Subscriber Agency Agreement	
REVIEW	Department Director: <i>Mark Jones</i>	Date: <i>11/16/16</i>
	Finance (Budget Approval): <i>If applicable</i> <i>N/A</i>	Date:
	Division Manager: <i>[Signature]</i>	Date: <i>11/17/16</i>
	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 # *4932*.
- 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.

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with Longview Horse Park Association, for a term of three years, at no cost to the County.

**RESOLUTION NO. 19325**, December 5, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, on May 1, 1992, the County and Longview Horse Park Association (“the Association”) entered into a Cooperation and Use Agreement, approved by the Jackson County Legislature by Ordinance 2089, whereunder the parties agreed to cooperate in the planning, development, improvement, operation, and use of an equestrian horse park center in the area of Longview Lake Park; and,

WHEREAS, subsequent addenda between the County and the Association have renewed this Agreement through the present; and,

WHEREAS, the Director of the Parks + Rec Department now recommends that the County and the Association enter into a revised Cooperative Agreement setting out the rights and responsibilities of each entity and extending the Agreement for an additional three years through December 31, 2019, at no cost to the County; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is authorized to enter into the attached Cooperative Agreement with Longview Horse Park Association.

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. 19325 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_                      Nays \_\_\_\_\_  
  
Abstaining \_\_\_\_\_              Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

COOPERATIVE AGREEMENT

A COOPERATIVE AGREEMENT by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and LONGVIEW HORSE PARK ASSOCIATION, INC., a not-for-profit Missouri corporation, hereinafter referred to as "Association."

WITNESSETH

WHEREAS, on May 1, 1992, the County and Association entered into a Cooperation and Use Agreement, whereunder the parties agreed to cooperate in the planning, development, improvement, operation, and use of an equestrian horse park center in the area of Longview Lake Park; and,

WHEREAS, subsequent addenda have extended this Agreement and amended the terms thereto; and,

WHEREAS, the parties agree to continue this cooperative arrangement for an additional three-year term and to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Association respectively promise, covenant, and agree with each other as follows:

1. **Promises**. The parties agree to cooperate in the planning development, improvement, operation, and use of that part of the County's Longview Lake Park known

as the Longview Horse Park, hereinafter referred to as “the Horse Park.”

2. **Capital Improvements.** The Association may construct capital improvements on the Horse Park, according to plans approved in writing by the County’s Parks + Rec Department. Any capital improvement funding to be provided by the County is subject to negotiation and appropriation in the Jackson County annual budget. The Association shall submit to the County an annual report on or before each anniversary date of this Agreement which report shall set forth in detail all expenditures made by the Association of funds provided to the Association by the County pursuant to this Agreement. Any capital improvements to the Horse Park to be constructed by the County must be approved by the Association. All capital improvements to the Horse Park shall become the property of the County upon completion. Any improvements made to the Horse Park by either party shall comply with chapter 19, Jackson County Code, 1984, related to the Prevailing Hourly Rate of Wages.

3. **Term.** The term of this Agreement shall commence January 1, 2017, and continue through December 31, 2019.

4. **Operations.** The County will provide for operational services at the same level as in the County’s other parks. The Association agrees to provide maintenance to the grounds as requested by the County. Operational services and improvements by the County are subject to annual budget approval and cannot be committed to in this Agreement. However, the County agrees to make a good faith effort to obtain necessary funds for the proper operation of the Horse Park.

5. **Scheduling.** The County will schedule all equestrian events and

programs at the Horse Park for a user fee to be collected by or turned over to the County, in accordance to Schedule 1, Chapter 50, Jackson County Code, 1984, related to park fees and charges. Preference and priority will be given to horse-related events. The Association's member events will receive a 30-day advance reservation period at the beginning of each year prior to general public scheduling.

6. **Meetings**. The Association shall hold quarterly board meetings and agrees to notify the Parks + Rec Department's Superintendent of Golf/Marina of these regular meetings. The County agrees to have a representative presents at such meetings. All members of the Association, the general public, and community equestrian enthusiasts are welcome at these meetings.

7. **Indemnification**. The Association agrees to indemnify and hold harmless the County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of the Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and the Association at its own cost and expense will defend and protect the County against any and all such claims and demands. In furtherance of this obligation, the Association agrees to obtain and keep in force at all times during the term of this Agreement a Liability Insurance policy indemnifying Jackson County with a minimum of \$1 million per occurrence with a \$3 million aggregate naming Jackson County, Missouri, as an additional insured. It is further agreed that the County will indemnify and hold harmless the Association from any and all damage, loss, or liability, but only as to claims or demands that may be actionable against the County under §537.600, RSMo, which may be occasioned by or because of

any act or omission, negligence or wrongdoing of the County or any of its agents, representatives, assignees, or employees, and the County at its own cost and expense will defend and protect the Association against any and all such claims and demands, but only as to such claims or demands as may be actionable against the County under §537.600, RSMo.

8. **Condition Precedent.** This Agreement shall be subject to all of the terms and conditions of Lease DACW41-1-85-280, between the United States of America and the County. This Agreement may be terminated by the County without notice if the terms and conditions of the Lease are not followed by the Association.

9. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

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

ATTEST:

LONGVIEW HORSE PARK  
ASSOCIATION, INC.

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

By \_\_\_\_\_  
President

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19325

Sponsor(s): Tony Miller

Date: December 5, 2016

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the County Executive to execute an Agreement with the Longview Horse Park Association, Inc. for a term of three years at no cost to the County.</u></p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 569 1206 884"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</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 checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date): 2089; 5/1/1992</p> <p>Prior resolutions and (date): 16478, December 3, 2007; 17686, Oct. 3, 2011, 18271, Oct. 7, 2013</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Bob McMillin, #765-4805</p>										
REQUEST SUMMARY	<p>Since 1992, the Parks + Rec Department has entered into an Agreement with the Longview Horse Park Association, Inc. related to the use of a portion of Longview Lake Park developed as an equestrian horse park. The County and Association desire to continue this arrangement through December 31, 2019. The attached Cooperative Agreement sets out the rights and obligations of each party related to this shared use. The Director of Parks + Rec requests approval of the attached agreement, at no cost to the county.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Cooperative Agreement with Longview Horse Park Association</p>										

REVIEW	Department Director: Michele Newman <i>Michele Newman</i>	Date: 11-23-16
	Finance (Budget Approval): If applicable	Date:
	Division Manager: <i>Mary Lou Brown</i>	Date: 11/30/16
	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.

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

**A RESOLUTION** awarding a twelve-month term and supply contract with two twelve-month options to extend for the furnishing of ballistic vests for use by the Sheriff's Office, to 911 Custom of Overland Park, KS, under the terms and conditions set forth in the City of Independence, Missouri Contract No. 377-15-1, an existing government contract.

**RESOLUTION NO. 19326**, December 5, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a need for ballistic vests for use by its deputies; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with two twelve-month options to extend to 911 Custom of Overland Park, KS, under the terms and conditions set forth in the City of Independence, Missouri Contract No. 377-15-1, an existing government contract; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of 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 amount, with the availability of funds for specific purchases remaining subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing government contract 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 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, including final payment, to the extent that sufficient appropriations to the using spending agency are available 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. 19326 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

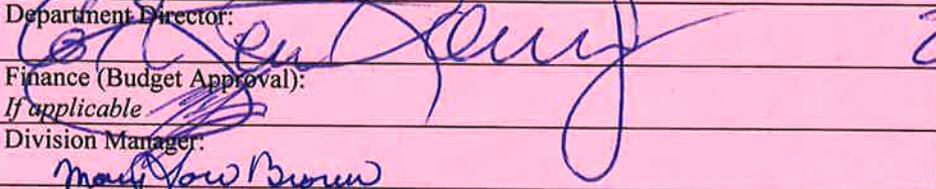
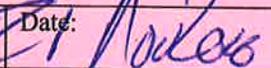
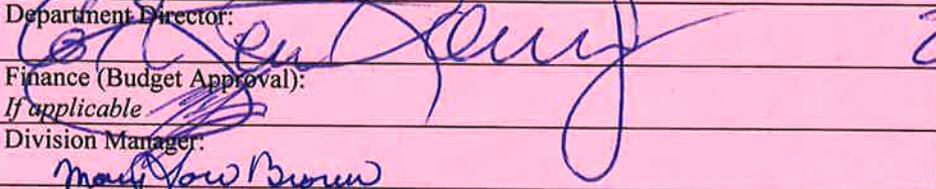
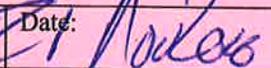
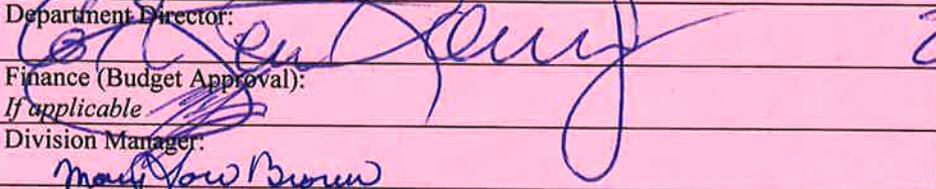
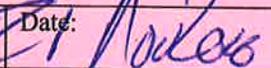
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19326

Sponsor(s): Alfred Jordan

Date: December 5, 2016

<b>SUBJECT</b>	<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 with Two Twelve Month Options to Extend for the furnishing of Ballistic Vests for the Sheriff's Office under the Terms and Conditions of the City of Independence, Missouri's Contract No. 377-15-1, an existing government contract.</u></p>															
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></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: Sheriff's Office                      Estimated Use: \$30,000.00</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:																
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): Prior resolutions and (date):															
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253															
<b>REQUEST SUMMARY</b>	<p>The Sheriff's Office requires a Term and Supply Contract for Ballistic Vests for its deputies on an "as needed" basis and would like to use the City of Independence, 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 Ballistic Vests for use by the Sheriff's Office to 911 Custom of Overland Park, Kansas under the Terms and Conditions of the City of Independence, Missouri Contract No. 377-15-1, an existing government contract. The Director of Finance and Purchasing recommends approval of this contract as a competitively bid contract.</p> <p>The 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>															
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
<b>ATTACHMENTS</b>	Memorandum from Captain David Epperson of the Sheriff's Office and the pertinent pages from the City of Independence, Missouri's Contract.															
<b>REVIEW</b>	<table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: </td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td></td> <td>Date: 11/24/16</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 11/30/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 	Finance (Budget Approval): <i>If applicable</i>		Date: 11/24/16	Division Manager:		Date: 11/30/16	County Counselor's Office:		Date:			
Department Director:		Date: 														
Finance (Budget Approval): <i>If applicable</i>		Date: 11/24/16														
Division Manager:		Date: 11/30/16														
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.

OFFICE OF JACKSON COUNTY, MISSOURI  
*SHERIFF*  
INTER-OFFICE MEMORANDUM

**TO:** Barbara Casamento

**FROM:** Captain David Epperson

**DATE:** 11/16/2016

**SUBJECT:** Request approval to utilize another government contract

Ms. Casamento,

I previously submitted a memorandum requesting permission to use the contract of the Independence Missouri Police Department reference the purchase of KDH Systems ballistic vests from their service provider 911 Custom of 6970 West 152<sup>nd</sup> Terrace Overland Park, Kansas 66223 for use by the Jackson County Sheriff's Office.

Earlier this year, Colonel Hugh Mills and his training staff conducted an extensive review of ballistic vest providers and determined KDH Systems ballistic vests met the needs of our agency. KDH Systems submitted a GSA contract and the Sheriff's Office received approval to purchase vests from them reference the contract. It should be noted that KDH Systems utilizes 911 Custom as their local authorized dealer and they are currently a vendor with a government contract in place with the Independence Police Department.

KDH Systems sent a copy of a GSA contract to purchasing, and their contact, Julie Kiselica, made contact with your office to address additional issues with the contract. Since that time we have found, by talking to KDH customer service and our current vendor for emergency equipment, 911 Custom, that KDH Systems does not sell directly to end users and only authorized vendors may place orders and issue invoices for orders.

Because of the above listed reasons, in addition to our immediate need to obtain replacement ballistic vests for members of our agency, I request that we be allowed to utilize the contract between KDH systems and the City of Independence Missouri, which specifies that 911 Custom be the vendor for KDH ballistic vests.



**CITY OF INDEPENDENCE, MISSOURI  
RENEWAL OF PRICE AGREEMENT**

**Ballistic Vests 377-15-1**

**2.10 - KDH-VLT-103-IIIA - VLT-103-IIIA ballistic panels only**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$659.00	1	\$659.00

**2.11 - KDH - KDHS Outer Carrier with Molle System for KDH Vest (Male and Female) Color: Black**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$165.00	1	\$165.00

**2.12 - KDH-ID Police Patches**

Reference #	3x9 (back)	\$12.00
Reference #	2x4 (front)	\$19.00

**3.4 - KDH-VLT-103-IIIA - VLT-103-IIIA Male Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**3.5 - KDH-VLTF-103-IIIA - VLTF-103-IIIA Female Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**3.6 - KDH Fearless Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

**3.7 - KDH-Valor Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**3.8 - Defender Carrier (LAPD; Fearless I)**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**3.9 - KDH Speed Plate - 6x8**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

**3.10 - KDH-VLT-103-IIIA - VLT-103-IIIA ballistic panels only**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$659.00	1	\$659.00

**3.11 - KDH - KDHS Outer Carrier with Molle System for KDH Vest (Male and Female) Color: Black**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$165.00	1	\$165.00

**3.12 - KDH-ID Police Patches**

Reference #	3x9 (back)	\$12.00
Reference #	2x4 (front)	\$19.00



**CITY OF INDEPENDENCE, MISSOURI  
RENEWAL OF PRICE AGREEMENT**

**Ballistic Vests 377-15-1**

**1.4 - KDH-VLT-103-III A - VLT-103-III A Male Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**1.5 - KDH-VLTF-103-III A - VLTF-103-III A Female Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**1.6 - KDH Fearless II Carrier (with Belly Band)**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

**1.7 - KDH-Valor Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**1.8 - Defender Carrier (LAPD; Fearless I)**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**1.9 - KDH Speed Plate - 6x8**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

**1.10 - KDH-VLT-103-III A - VLT-103-III A ballistic panels only**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$659.00	1	\$659.00

**2.4 - KDH-VLT-103-III A - VLT-103-III A Male Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**2.5 - KDH-VLTF-103-III A - VLTF-103-III A Female Navy Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$719.00	1	\$719.00

**2.6 - KDH Fearless Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

**2.7 - KDH-Valor Carrier**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**2.8 - Defender Carrier (LAPD; Fearless I)**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00

Note: Belly Band can be added at no charge

**2.9 - KDH Speed Plate - 6x8**

Brand	KDH	Unit Price	Qty.	Total
Reference #		\$60.00	1	\$60.00



**CITY OF INDEPENDENCE, MISSOURI  
RENEWAL OF PRICE AGREEMENT**

**Ballistic Vests 377-15-1**

**Date:** October 3, 2016

**Phone:** 913-390-8540

**Vendor:** 113137  
911 Custom  
6970 W 152<sup>nd</sup> Terr  
Overland Park, KS 66223

**Fax:** 913-390-8543  
**E-Mail:** sales@911custom.com  
**Contact:** Mike Krauze  
**Title:** Sales Consultant

**Price Agreement Period:** 11/03/2016 — 10/31/2017

**Renewal Options:** Two, one-year options remain.

**Status of Certificates:** *Please remember to keep your certificates current*

**Insurance** Valid through March 25, 2017

**Occupation License** N/A

**Special Conditions:**

1. This price agreement contains a Cooperative Clause, which allows use by other governmental agencies.

---

**Tom Conrow, Procurement Specialist, (816) 325-7092**

2016.10.04  
15:33:29 -05'00'

---

**Russell M. Pankey, Purchasing Manager  
Purchasing Division, Finance Department**

**Using Departments:** Police  
File

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

**A RESOLUTION** awarding a contract for the furnishing of replacement exterior wood entryway doors for use by the Facilities Management Division of the Public Works Department at the Historic Truman Courthouse to Timekey Enterprises of Belton, MO, under the terms and conditions of Invitation to Bid No. 66-16, at a cost to the County not to exceed \$38,580.00.

**RESOLUTION NO. 19327**, December 5, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Historic Truman Courthouse in Independence, MO, is in need of replacement exterior wooden doors due to the age and disrepair of the existing doors; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 66-16 for the furnishing of these replacement doors; and,

WHEREAS, a total of eleven notifications were distributed and one response was received and evaluated as follows:

<u>BIDDER</u>	<u>COST</u>
Timekey Enterprises Belton, MO	\$38,580.00

and,

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to Timekey Enterprises of Belton, MO, at a cost to the County not to exceed

\$38,580.00, as the lowest and best bidder; 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. 19327 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of 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: 015 1510 58020  
ACCOUNT TITLE: Public Bldg Corp C/P Fund  
Other Road Capital Projects  
Buildings and Improvements  
NOT TO EXCEED: \$21,736.00

ACCOUNT NUMBER: 001 1205 56510  
ACCOUNT TITLE: General Fund  
Facilities Management  
Maintenance and Repair/Buildings  
NOT TO EXCEED: \$9,844.00

ACCOUNT NUMBER: 001 1205 58020  
ACCOUNT TITLE: General Fund  
Facilities Management  
Buildings and Improvements  
NOT TO EXCEED: \$7,000.00

November 30, 2016  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

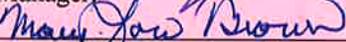
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19327

Sponsor(s): Greg Grounds

Date: December 5, 2016

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Contract for the Replication and Replacement of the Double Wood Entryway Doors on the Historic Truman Courthouse for the Facilities Management Department to Timekey Enterprises of Belton, Missouri under the Terms and Conditions of Invitation to Bid No. 66-16.</u></p>																		
<p><b>BUDGET INFORMATION</b>  <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>\$38,580.00</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>\$38,580.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$38,580.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>015-1510-58020 Public Bldg Corp C/P Fund, Other Road Capital Projects, Buildings &amp; Improvements</td> <td>\$21,736.00</td> </tr> <tr> <td>001-1205-56510 General Fund, Facilities Management, Maint. &amp; Repair Buildings</td> <td>\$ 9,844.00</td> </tr> <tr> <td>001-1205-58020 General Fund, Facilities Management, Buildings &amp; Improvements</td> <td>\$ 7,000.00</td> </tr> <tr> <td>Total</td> <td>\$38,580.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$38,580.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$38,580.00	Amount budgeted for this item * (including transfers):	\$38,580.00	Source of funding (name of fund) and account code number:		015-1510-58020 Public Bldg Corp C/P Fund, Other Road Capital Projects, Buildings & Improvements	\$21,736.00	001-1205-56510 General Fund, Facilities Management, Maint. & Repair Buildings	\$ 9,844.00	001-1205-58020 General Fund, Facilities Management, Buildings & Improvements	\$ 7,000.00	Total	\$38,580.00
Amount authorized by this legislation this fiscal year:	\$38,580.00																		
Amount previously authorized this fiscal year:																			
Total amount authorized after this legislative action:	\$38,580.00																		
Amount budgeted for this item * (including transfers):	\$38,580.00																		
Source of funding (name of fund) and account code number:																			
015-1510-58020 Public Bldg Corp C/P Fund, Other Road Capital Projects, Buildings & Improvements	\$21,736.00																		
001-1205-56510 General Fund, Facilities Management, Maint. & Repair Buildings	\$ 9,844.00																		
001-1205-58020 General Fund, Facilities Management, Buildings & Improvements	\$ 7,000.00																		
Total	\$38,580.00																		
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>																		
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																		
<p><b>REQUEST SUMMARY</b></p>	<p>The Facilities Management Division of the Public Works Department requires the exterior wooden doors for the Historic Truman Courthouse be replicated and replaced. The doors are not securing properly during non-business hours and during wet and cold weather, water comes into the building, freezing and damaging equipment and causing a safety hazard in the hallways. The Purchasing Department issued Invitation to Bid No. 66-16 in response to those requirements.</p> <p>Eleven notifications were distributed and one response was received and evaluated as follows:</p> <p>Timekey Enterprises of Belton, Missouri \$38,580.00</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Contract for the Replication and Replacement of the Double Wooden Entryway Doors on the Historic Truman Courthouse for the Facilities Management Division of the Public Works Department to Timekey Enterprises of Belton, Missouri as the lowest and best bid received.</p>																		
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																		

ATTACHMENTS	The Abstract of Bids, a Recommendation Memorandum from Joseph Tomlinson, Facilities Management Administrator and the pertinent pages of Timekey's bid documents.	
REVIEW	Department Director: 	Date: 11-29-2016
	Finance (Budget Approval): <i>If applicable</i> 	Date: 11/29/16
	Division Manager: 	Date: 12/1/16
	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.





**JACKSON COUNTY**  
**Facilities Management Division**

Jackson County Courthouse  
415 East 12th Street, Third Floor Mezzanine  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3258  
Fax: (816) 881-3583

**MEMORANDUM**

**From:** Joseph Tomlinson, Facilities Management Administrator

**To:** Barbara Casamento, Purchasing Department Supervisor

**Date:** 11/28/2016

**Subject:** Bid No. 66-16: Historic Truman Courthouse Doors

Barb,

As you are aware, the Historic Truman Courthouse exterior doors have been identified as requiring upgrades due to their original status. A bid package was built to modernize and weather-seal these doors, and the Purchasing Department extended a bid for this task.

Upon the bid session's closing, the Purchasing Department received one bid, from Timekey Enterprises of Belton, MO. The Facilities Management Division has reviewed this bid, and would like to recommend for this contract to be awarded to Timekey Enterprises.

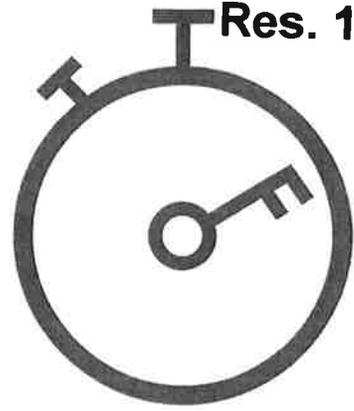
Your time and consideration is greatly appreciated.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph Tomlinson".

Joseph Tomlinson  
Facilities Management Administrator

# TIMEKEY ENTERPRISE



November 1, 2016

Jackson County Purchasing Dept.  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

ATTENTION: Barbara Casamento  
REFERENCE: Bid No. 66-16: Historic Truman Courthouse Doors

To Whom It May Concern:

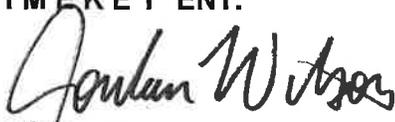
This quote is hereby submitted for the solicitation noted above for the replacement of entryway doors at the Truman Historic Courthouse, and as outlined in the project documents. This fixed price includes all shipping, material and installation costs.

\$ 38,580.<sup>00</sup> total lump sum

Our company is well versed as a prime contractor working for various agencies within the US Federal Government, and with working in secure facilities. We will utilize this experience, along with personnel specifically experienced in this scope of work to perform the work required.

For payment and performance bonds, add 2%. Priced as non-prevailing wage, and tax exempt.

Respectfully,  
TIMEKEY ENT.

  
Jordan Wilson  
President

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

**A RESOLUTION** authorizing the County Executive to execute a license agreement with Monarchs on the Move of Raytown, MO, to plant and maintain approximately 200 acres of pollinator habitat for use by the Parks + Rec Department, at no cost to the County.

**RESOLUTION NO. 19328**, December 5, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, Monarchs on the Move, a 501c(3) non-profit organization, has proposed to plant and maintain approximately 200 acres of County park land as pollinator habitat; and,

WHEREAS, pursuant to the proposed license agreement, Monarchs on the Move will plant varieties of milkweed, wildflowers, and other native grasses that support the natural habitat for pollinators, including the Monarch butterfly; and,

WHEREAS, this project follows the guidelines of the U.S. Department of Agriculture and the Missouri Department of Conservation and is recommended by the Director of Parks + Rec Department to assist in the eradication of invasive plant species; and,

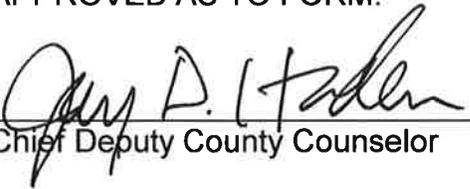
WHEREAS, this project is at no cost to the County and will be located on park property not currently used for active recreation; and,

WHEREAS, the approval of the attached agreement is in the best interest of the health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached License Agreement with Monarchs on the Move and any other documents necessary to give effect to this Resolution.

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. 19328 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Memorandum

---

Date: November 28<sup>th</sup>, 2016

To: Legislative Committee

From: Michele Newman, Director of Parks + Rec

Sub: License Agreement between Jackson County and Monarchs on the Move, a 501c (3) non-profit organization

The proposed License Agreement will permit Monarchs on the Move, a 501c (3) non-profit organization, to plant and maintain approximately 200 acres of pollinator habitat on county parkland. Plantings will include varieties of milkweed and other native grasses and wildflowers that support natural habitat for pollinators, including the Monarch butterfly.

There are no cost obligations to the County in this Agreement. The non-profit will be responsible for all labor and materials to implement the project and perform all maintenance required on the parklands. The proposed areas for habitat creation are within existing parks on lands not currently utilized for active recreation. The proposed project is consistent with Department goals to eradicate invasive plant species and enhance lower maintenance native habitat. The Parks+Rec Department respectfully requests approval of the License Agreement between Jackson County and Monarchs on the Move. The Department further requests authorization for the County Executive to execute the Agreement.

Monarchs on the Move is currently working with other municipalities and non-profit organizations in the area to increase pollinator habitat and provide community education about the benefits of native plantings. The organization is currently working with the City of Kansas City Water Department to convert several hundred acres of city land to habitat. The non-profit intends to work with the United States Department of Agriculture under the guidelines of the Environmental Quality Initiatives grant program utilizing standards set forth by the Missouri Department of Conservation.

**LICENSE AGREEMENT**

THIS LICENSE (License) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between JACKSON COUNTY, MISSOURI (County) and MONARCHS ON THE MOVE (Licensee), a 501c(3) organization.

WHEREAS, County has under its control various lands as noted below and on the attached exhibits:

Location	Address	Exhibit	Acres
Little Blue River	from Approx 22186 E Blue Mills Rd. A to Approx. 5639 NW Lee's Summit Rd		179.4
Hayes Park	249 Santa Fe St., Sibley, MO 64088	B	4.9
Fort Osage	107 Osage St., Sibley, MO 64088	C	9
Handball Court	4409 Raytown Rd, KC, MO 64129	D	1.10
Alex George Lake	10831 Blue River Rd, KC, MO 64131	E	5

which are hereby incorporated by reference as if set out herein, (Premises); and

WHEREAS, on May 19, 2015 the Department of Agriculture and the U.S. Environmental Protection Agency released the National Strategy for the Protection of Honey Bees and Other Pollinators. It tasked all governmental agencies to do their part to help reverse the decline of pollinators by increasing pollinator habitat. The land included in this agreement will be converted to pollinator habitat in accordance with this directive. This habitat will be created and maintained according to the guidelines set forth by the United States Department of Agriculture and the Missouri Department of Conservation regarding pollinator habitat.

WHEREAS, the Licensee desires to use the Premises under the terms of this License; and

NOW THEREFORE, in consideration and mutual agreements contained in this License, County and Licensee agree as follows:

**Sec. 1. Permission for use of premises.** County hereby grants to Licensee the non-exclusive permission to enter upon the Premises for the limited purpose of installing plants intended to support monarch butterflies during the term of this License. County has approved areas defined on Attachments A - E for planting. County shall have access to the Premises at all times, to include the use of heavy equipment as deemed necessary by the County's sole judgement. County reserves the right to deny access to Licensee if, in County's sole judgment, such access would impair County's operations.

**Sec. 2. Licensee's Responsibilities.**

A. Monarchs on the Move will have the sole responsibility for application and completion of all aspects of the Environmental Quality Initiatives program with the USDA. Including but not limited to site preparation, planting, and mowing/maintenance of habitat throughout the 5 year contract they sign with the USDA. Additionally, maintenance as needed, throughout contracted time frame to control unwanted or invasive species of plants is the responsibility of Monarchs on the Move. Monarch shall maintain Federal nonprofit status during the term of this license agreement. Failure to do so shall give the County the right to terminate.

B. In effectuation of this Agreement, Licensee acknowledges that it is subject to and will abide by all applicable laws, regulations, and permits, whether currently in existence or renewed or hereafter enacted or acquired, which may apply to use of the Premises, including but not limited to compliance with any facility's storm water pollution prevention plan. Additionally, Licensee acknowledges that County is required to maintain compliance with various laws, regulations, and permits issued to it for operation of the Premises, and further agrees that it will not take any action which causes a violation of those permits.

**Sec. 3. Responsibilities of County.**

- A. Designate in writing a person to act as County representative with respect to this License.
- B. County will provide Licensee access to the Premises not later than January 3, 2017. Access shall be granted for the purpose of installation and maintenance of vegetative elements which provide support for monarch butterflies.
- C. County will provide basic maintenance/mowing on all land until such time that Licensee's contract with USDA allows planting to begin. Licensee will make every effort to pursue a contract with USDA which allows planting to begin prior to March 2017.
- D. County will provide basic mowing (no spraying of pesticides or herbicides) for a width of 6 to 12 feet (where possible) from all roads, parking lots, and sidewalks. These areas are not included as acres to be planted for the purpose of this License.

**Sec. 4. Term of License.** The term of this License is 5 (five) years, beginning on January 1, 2017 and ending no later than December 31, 2021.

**Sec. 6. Notices.** All notices mailed by regular U.S. mail are effective 3 days after mailing. All notices required by this License shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

**County:**

**Jackson County Parks + Rec  
22807 SW Woods Chapel Rd.  
Blue Springs, MO 64015  
816-513-7207**

**Licensee:**

**Monarchs on the Move  
7021 Kentucky Avenue  
Raytown, MO 64133  
913-515-2641**

**Sec. 7. Conflicts of Interest.** The provisions of Constitutional Home Rule Charter Jackson County, Missouri, Article XII, Section 1, prohibiting County officers and employees from having a financial or personal interest in any contract with County, and Section 2, imposing sanctions for violations, shall apply to this License. Licensee certifies that no officer or employee of County has, or will have, a direct or indirect financial or personal interest in this License, and that no officer or employee of County, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee in this License.

**Sec. 8. Independent Contractor.** Licensee is an independent contractor with respect to all services performed under this License. Licensee accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Licensee on work performed under the terms of this License. Licensee shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this License or any act of County, or Licensee, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with County. Licensee is not County's agent and Licensee has no authority to take any action or execute any documents on behalf of County.

**Sec. 9. Indemnification.** Licensee shall defend, indemnify, and hold harmless County and any of its agents, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of or resulting from any acts or omissions, including but not limited to negligence, in connection with this License/Agreement, caused in whole or in part by Licensee, its employees, agents, or subcontractors, or caused by others for whom Licensee is liable, regardless of whether or not caused in part by any act or omission, including but not limited to negligence, of County, its agents, officials, officers, or employees. Licensee shall defend, indemnify, and hold harmless County and any of its agents, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any acts or omissions, including but not limited to negligence, in connection with this License, caused in whole or in part by County, its employees, agents, subcontractors, or caused by others for whom County is liable, regardless of whether or not caused in part by any act or omission, including but not limited to negligence, of Licensee, its agents, officials, officers or employees. Licensee's obligations under this Section with

respect to indemnification for acts or omissions of County, its agents, officials, officers, or employees, or caused by others for whom County is liable shall be limited to the coverage and limits of to the coverage and limits of insurance that Licensee is required to procure and maintain under this Contract. Further, if Licensee allows access to any other entity including but not limited to contractors, employees, or volunteers, Licensee shall ensure that such other entity is covered by Licensee's insurance or provide the County with the same indemnification prior to its entry upon the Premises.

#### **Sec. 10. Insurance.**

A. Licensee shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Licensee must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- a. \$500,000 disease-policy limit
- b. \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Licensee.

- a. The Commercial General Liability Insurance specified above shall provide that County and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Licensee shall provide to County at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- b. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

Licensee's failure to maintain the required insurance coverage will not relieve Licensee of its contractual obligation to indemnify the County pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Licensee shall give at least thirty (30) days prior written notice to County. In the event Licensee fails to maintain the required insurance coverage in effect, County may order Licensee to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

**Sec. 11. Governing Law.** This License shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 12. Compliance with Laws.** Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License.

**Sec. 13. Termination of License.** County may, at any time upon thirty (30) days written notice to Licensee, terminate a portion of this License Agreement, up to 20 acres per year, for its convenience. Upon termination for convenience, Licensee will not be required to remove the vegetative elements it installed. Licensee will provide restitution for any payments received pursuant to any agreements made with other entities included but not limited to United States Department of Agriculture.

**Sec. 14. Defaults and Remedies.** If Licensee shall be in default or breach of any provision of this License, County may terminate this License, suspend County's performance, withhold payment, if any, or invoke any other legal or equitable remedy after giving Licensee notice and opportunity to correct such default or breach.

**Sec. 15. Waiver.** Waiver by County of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same, or of any other term, covenant or condition. No term, covenant, or condition of this License can be waived except by written consent of County, and forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of same to be performed by Licensee to which the same may apply and, until complete performance by Licensee of the term, covenant or condition, County shall be entitled to invoke any remedy available to it under this License or by law despite any such forbearance or indulgence.

**Sec. 16. Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this License shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

**Sec. 17. Audit.**

- A. The County Auditor, the County's Internal Auditor, the County's Director of Human Relations and the Department administering this License shall have the right to audit this License and all books, documents and records relating thereto.
- B. Licensee shall maintain all its books, documents, and records relating to this License during the contract period and for three (3) years after the final date.
- C. The books, documents, and records of Licensee in connection with this License shall be made available to the County Auditor, County's Director of Human Relations and the County department administering this License for inspection and audit within ten (10) days after the request is made.

**Sec. 19. Headings; Construction of License.** The headings of each section of this License are for reference only. Unless the context of this License clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this License and any incorporated Attachments, the provisions of this License shall control.

**Sec. 20. Merger.** This License, including any referenced Attachments, constitutes the entire License between County and Licensee with respect to this subject matter, and supersedes all prior agreements between County and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.

**Sec. 21. Modification.**

- A. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by County and Licensee.
- B. No act, conversation or communication with any officer, agent or employee of County, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon County or Licensee.

**Sec. 22. Severability of Provisions.** Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this License are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 23. Binding Effect.** This License shall be binding upon the County and Licensee and their successors in interest.

**Sec. 24. Representations and Warranties.** County and Licensee each certify that it has the power and authority to execute and deliver this License, to use the funds as contemplated hereby and to perform this License in accordance with its terms.

**Sec. 25. Signage.** All educational and indication signage shall be provided by Licensee. County reserves the right to approve or deny all signage prior to fabrication.

**Sec. 26. Planting Plan.** All plants and seeds used for planting shall be provided by Licensee. Licensee shall provide written list by parcel for review and approval by the County. County reserves the right to approve or deny, in writing, all plants and seeds prior to planting.

IN WITNESS WHEREOF, the undersigned authorized party representatives hereby execute this Agreement effective as of the date first written above.

**Licensee:**

Monarchs on the Move

I hereby certify that I have authority to execute this document on behalf of Licensee

**County:**

Jackson County, Missouri

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Little Blue River

179.4 acres  
from Approx. 22186 E Blue Mills Rd  
to Approx. 5639 NW Lee's Summit Rd

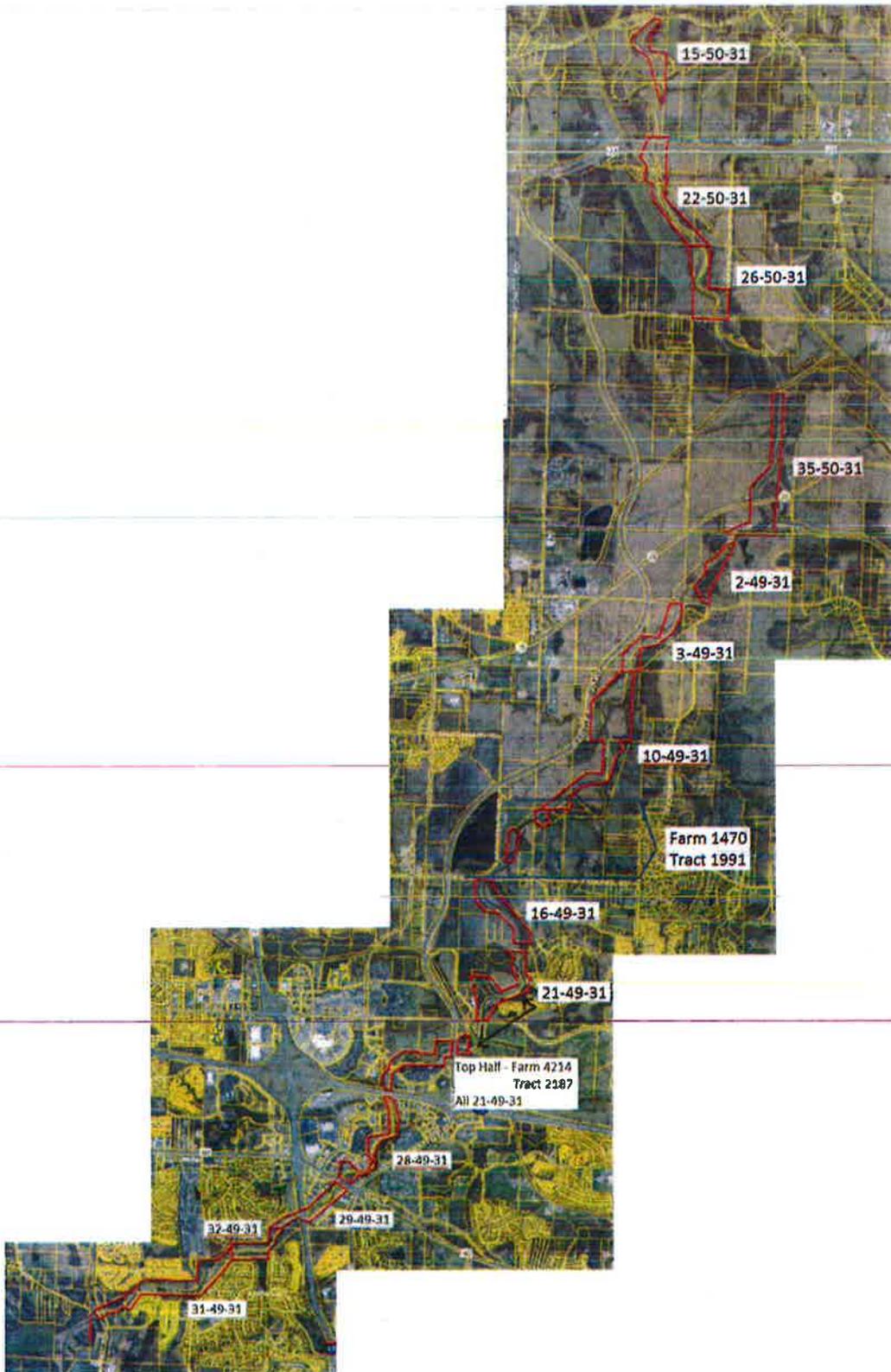


Exhibit B  
Hayes Park

4.9 acres  
249 Santa Fe St., Sibley, MO 64088

B

4.9



Exhibit C  
Fort Osage

9 acres  
107 Osage St., Sibley, MO 64088



Exhibit D            1.1 acres  
Handball Court      4409 Raytown Rd, KC, MO 64129

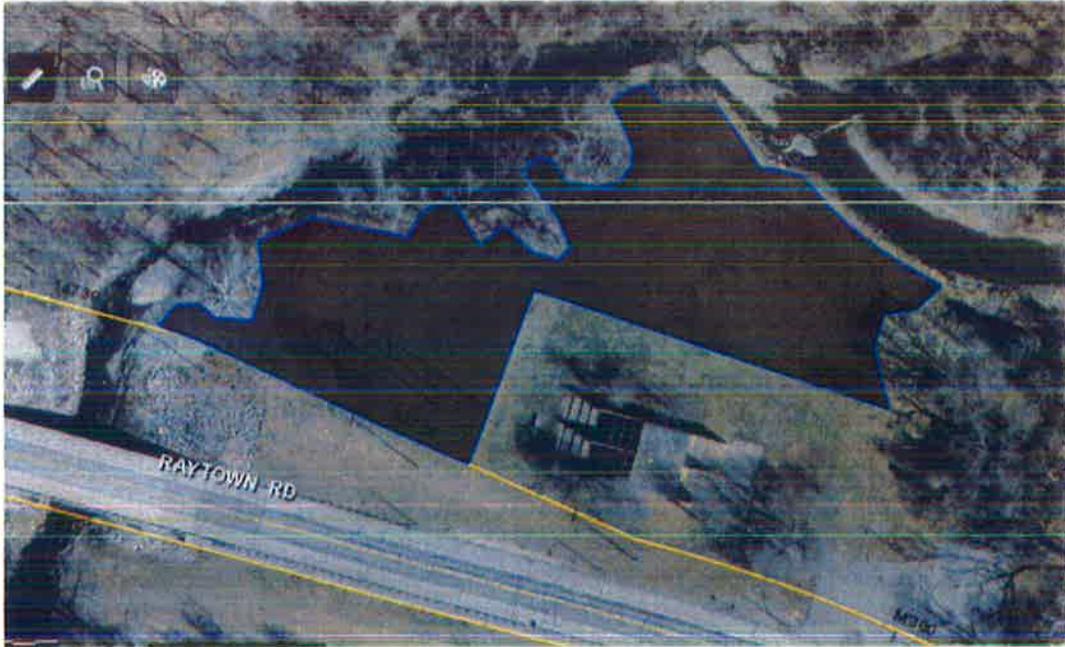


Exhibit E                      5 acres  
Alex George Lake   10831 Blue River Rd, KC, MO 64131



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19328

Sponsor(s): Tony Miller

Date: December 5, 2016

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: License Agreement – Monarchs on the Move</p>										
<p>BUDGET INFORMATION  <i>To be completed                  By Requesting                  Department and                  Finance</i></p>	<table border="1" data-bbox="321 541 1203 821"> <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; 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 checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): NA                  Prior Year Actual Amount Spent (if applicable): NA</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; FROM / TO	FROM ACCT  TO ACCT
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; FROM / TO	FROM ACCT  TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date): NA</p> <p>Prior resolutions and (date): NA</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Brian Nowotny, Deputy Director Park Operations, 816.503.4803</p>										
REQUEST SUMMARY	<p>This proposed License Agreement will permit Monarchs on the Move, a 501c (3) non-profit organization, to plant and maintain approximately 200 acres of pollinator habitat on county parkland. Plantings will include varieties of milkweed and other native grasses and wildflowers that support natural habitat for pollinators, including the Monarch butterfly. There are no cost obligations to the County in this Agreement. The non-profit will be responsible for all labor and materials to implement the project and perform all maintenance required on the parklands. The proposed areas for habitat creation are within existing parks on lands not currently utilized for active recreation. The proposed project is consistent with Department goals to eradicate invasive plant species and enhance lower maintenance native habitat. The Parks+Rec Department respectfully requests approval of the License Agreement between Jackson County and Monarchs on the Move. The Department further requests authorization for the County Executive to execute the Agreement.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>License Agreement, Legislative Memo</p>										

REVIEW	Department Director: <i>Michelle Ancom</i>	Date: 11-28-16
	Finance (Budget Approval): If applicable <i>N/A</i>	Date: 11/29/16
	Division Manager: <i>[Signature]</i>	Date: 11/28/16
	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.

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

**A RESOLUTION** awarding a contract on Bid No. PW 11-2016 for the Little Blue Trace Trail Extension, Phase One, Project No. 3208 to Pyramid Contractors, Inc., of Olathe, KS, at a cost to the County not to exceed \$813,249.15, including a five percent contingency, and authorizing the Director of Public Works to approve line item adjustments at no additional cost.

**RESOLUTION NO. 19329**, December 5, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 17650, dated August 22, 2011, the Legislature did authorize the execution of a Cooperative Agreement with the City of Kansas City, Missouri, to provide for the extension of the Little Blue Trace Trail between Lee's Summit Road and Longview Lake; and,

WHEREAS, by Ordinance 4793, dated November 9, 2015, the Legislature did appropriate funds in the amount of \$675,000.00 received from the City of Kansas City, Missouri, to cover the costs of its portion of the Little Blue Trace Trail Extension, Phase One, Project No. 3208; and,

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 11-2016 for this project; and,

WHEREAS, notifications were distributed through advertisement and online posting and nine responses were received and evaluated, with the four lowest and best bids as follows:

<u>BIDDER</u>	<u>PRICE</u>
Pyramid Contractors, Inc. Olathe, KS	\$774,523.00
Orr Wyatt Streetscapes Raytown, MO	\$800,623.45
Mega Industries North Kansas City, MO	\$826,861.00
National Streetscapes Blue Springs, MO	\$838,047.00

and,

WHEREAS, the Director of Public Works recommends that award be made to Pyramid Contractors, Inc., of Raytown, MO, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, Pyramid Contractors has agreed that this project will be completed under a five percent DBE/WBE/MBE goal; and,

WHEREAS, the Director of Public Works requests authorization to execute any change orders up to \$38,726.15, as a five percent contingency to deal with any unforeseen issues that may arise in the performance of this contract; now therefore,

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

be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

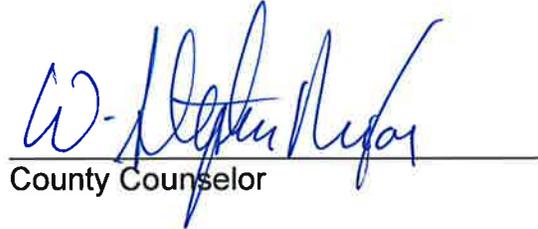
BE IT FURTHER RESOLVED that the Director of Public Works be and hereby is authorized to make adjustments in the contract line item quantities up to the five percent contingency allocated; and,

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. 19329 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of 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: 300 5300 58020  
ACCOUNT TITLE: Park Enterprise Fund  
Non-Departmental  
Buildings & Improvements  
NOT TO EXCEED: \$813,249.15

  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19329

Sponsor(s): Tony Miller

Date: December 5, 2016

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Award of Bid Project #3208 – PW 11- 2016 Little Blue Trace Trail Extension Phase One</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>\$813,249.15</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>\$813,249.15</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$1,075,000.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO 300-5300-58020 Buildings &amp; Improvements</td> <td>FROM ACCT 300-5300-58020  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)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): NA  Prior Year Actual Amount Spent (if applicable): NA</p>	Amount authorized by this legislation this fiscal year:	\$813,249.15	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$813,249.15	Amount budgeted for this item * (including transfers):	\$1,075,000.00	Source of funding (name of fund) and account code number; FROM / TO 300-5300-58020 Buildings & Improvements	FROM ACCT 300-5300-58020  TO ACCT
Amount authorized by this legislation this fiscal year:	\$813,249.15										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$813,249.15										
Amount budgeted for this item * (including transfers):	\$1,075,000.00										
Source of funding (name of fund) and account code number; FROM / TO 300-5300-58020 Buildings & Improvements	FROM ACCT 300-5300-58020  TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): NA 4793; 11/9/2015  Prior resolutions and (date): Res. 17650 September 09, 2011</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Brian Nowotny, Deputy Director Park Operations, 816.503.4803</p>										
<p>REQUEST SUMMARY</p>	<p>A bid opening for Bid No. PW-11-2016, for the Little Blue Trace Trail Extension Phase One, was held on November 15, 2016. A total of nine bids were received. Pyramid Contractors, Inc. of Olathe, KS submitted the lowest and best bid in the amount of \$774,523.00. The Jackson County Compliance Review Office has found Pyramid Contractors Contractor Utilization Plan to be in compliance.</p> <p>Funding for this project is included in the current fiscal year budget. The Parks+Rec Department respectfully requests the Legislature accept the bid from Pyramid Contractors, Inc. and award a contract on Bid No. PW-11-2016 in the amount of \$774,523.00 with an additional amount of 5% of the contract value (\$38,726.15) authorized for a Force Account Contingency Fund to be utilized for additional project expenditures as may be needed as authorized by the Director of the Parks+Rec Department. The Department further requests authorization for the County Executive to execute the Contract for this bid.</p> <p>This project is the first phase in a collaborative effort between Jackson County and the City of Kansas City, Missouri to extend the Little Blue Trace trail. Resolution 17650 approved by the Jackson County Legislature on September 9, 2011 authorized a Cooperative Agreement for the extension of the trail from Lee's Summit Road to Longview Lake. Kansas City has contributed matching funds for this first phase of the project in the amount of \$675,000.</p>										

CLEARANCE	<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)	
ATTACHMENTS	Bid Tabulation, Contractor Bid Submission including Bid Bond, Compliance Review, Location Map, Legislative Memo	
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	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.



## Memorandum

---

Date: November 23<sup>rd</sup>, 2016

To: Legislative Committee

From: Michele Newman, Director of Parks + Rec

Sub: Little Blue Trace Trail Extension Phase One – Bid Award and Contract

A bid opening for Bid No. PW-11-2016, for the Little Blue Trace Trail Extension Phase One, was held on November 15, 2016. A total of nine bids were received. Pyramid Contractors, Inc. of Olathe, KS submitted the lowest and best bid in the amount of \$774,523.00. The Jackson County Compliance Review Office has found Pyramid Contractors Contractor Utilization Plan to be in compliance.

Funding for this project is included in the current fiscal year budget. The Parks + Rec Department respectfully requests the Legislature accept the bid from Pyramid Contractors, Inc. and award a contract on Bid No. PW-11-2016 in the amount of \$774,523.00 with an additional amount of 5% of the contract value (\$38,726.15) authorized for a Force Account Contingency Fund to be utilized for additional project expenditures as may be needed as authorized by the Director of the Parks+Rec Department. The Department further requests authorization for the County Executive to execute the Contract for this bid.

The base bid scope of work for this project includes approximately one half-mile of paved concrete trail (10' wide x 6" thick), two pedestrian bridges, and a forty car parking area. Additional scopes for work for add-alternates, which may be selected at the discretion of the County, include additional clearing, stormwater infrastructure, base stabilization and paving for additional sections of trail.

This project is the first phase in a collaborative effort between Jackson County and the City of Kansas City, Missouri to extend the Little Blue Trace trail. Resolution 17650 approved by the Jackson County Legislature on September 9, 2011 authorized a Cooperative Agreement for the extension of the trail from Lee's Summit Road to Longview Lake. Kansas City has contributed matching funds for this first phase of the project in the amount of \$675,000.

Jackson County, Missouri  
 Department of Public Works - Engineering Division  
 303 W. Walnut  
 Independence, MO. 64050

Bid Tabulation Prepared By:  
 Chris Jenkins,  
 Project Manager



## LIST OF BIDDERS

### UNOFFICIAL

JCPW Contact for project information: Bruce Wilke at 816-503-4802

### Little Blue Trace Trail Extension Phase 1

COUNTY PROJECT NO. 3208 - BID NO. PW 11-2016

**BID OPENING DATE AND TIME: NOVEMBER 15, 2016 2:05 p.m.**

**NOTE: This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.**

NO.	Firm	City and State	Amount of Base Bid	% above Low
1	Pyramid Contractors, Inc.	Olathe, KS.	\$774,523.00	0.00%
2	Orr Wyatt Streetscapes	Raytown, MO.	\$800,623.45	3.37%
3	Mega Industries Corporation	No. Kansas City, MO.	\$826,861.00	6.76%
4	National Streetscape, Inc.	Blue Springs, MO.	\$838,047.00	8.20%
5	Pyramid Excavation & Construction, Inc.	Kansas City, MO.	\$858,823.00	10.88%
6	Gunter Construction Company	Kansas City, KS.	\$880,212.00	13.65%
7	Radmacher Brothers Excavating Co., Inc.	Pleasant Hill, MO.	\$928,933.70	19.94%
8	Wil-PAV	Sugar Creek, MO.	\$1,022,966.36	32.08%
9	Midwest Heavy Construction, LLC	Pleasant Hill, MO.	\$1,043,185.50	34.69%
	Engineers Estimate - JCPW	Independence, MO.	\$1,204,339.52	55.49%

Bid Tabulation for Little Blue Trace Trail Extension - Phase 1

Jackson County PN 3208 - Bid No. PW-14-2016

Department of Public Works - Engineering Division

Bid Opening Date and Time: November 16, 2016 at 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

**UNOFFICIAL**

Numbers highlighted in Yellow denote mathematical error

This project is funded and Administered by Jackson County, MO				Pyramid Contractors, Inc Olathe, KS		Or Wyett Streetscapes Raytown, MO.		Mega Industries Corporation No. Kansas City, MO.		National Streetscape, Inc Blue Springs, MO.		Pyramid Excavation & Construction, Inc Kansas City, MO.	
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid
<b>Trail Extension Items</b>													
1	Mobilization	LS	1	20,000.00	20,000.00	45,200.00	45,200.00	80,000.00	80,000.00	90,000.00	90,000.00	106,801.00	106,801.00
2	Contractor Furnished Surveying	LS	1	18,000.00	18,000.00	8,500.00	8,500.00	8,600.00	8,600.00	12,000.00	12,000.00	7,500.00	7,500.00
3	Clearing, Grubbing, and Demolition	ACRES	2	6,000.00	11,400.00	3,200.00	6,080.00	18,000.00	34,200.00	10,000.00	19,000.00	25,000.00	47,600.00
4	Excavation	CY	408	27.00	11,016.00	10.65	4,345.20	18.00	6,528.00	35.00	14,280.00	20.00	8,160.00
5	Embankment	CY	213	18.00	4,047.00	4.75	905.25	12.00	2,556.00	25.00	5,325.00	48.00	9,666.00
6	Sill Fence	LF	2,880	1.50	4,320.00	1.35	3,888.00	1.40	4,032.00	1.50	4,320.00	1.50	4,320.00
7	8" Concrete Pavement	SQ YD	588	82.00	54,188.00	86.30	50,830.70	88.00	40,052.00	85.00	38,285.00	85.00	50,065.00
8	8" Concrete Trail w/ Fiber Reinforcement	SQ YD	2,880	65.00	185,800.00	82.45	178,607.00	50.00	143,000.00	52.00	148,720.00	60.00	171,800.00
9	8" Concrete Parking Lot	SQ YD	1,496	63.00	94,248.00	62.25	93,126.00	57.00	85,272.00	58.00	86,768.00	55.00	82,280.00
10	ADA Pavers	SQ FT	20	30.00	600.00	42.60	852.00	22.00	440.00	25.00	500.00	25.00	500.00
11	8" Gravel Sewer Access Road	SQ YD	89	12.00	1,068.00	19.20	1,708.80	33.00	2,937.00	12.00	1,068.00	15.00	1,335.00
12	Rip Rap	CY	681	68.00	46,308.00	74.60	50,802.60	82.00	55,842.00	50.00	34,050.00	63.00	42,903.00
13	MODOT Type 1 Ditch Liner	SY	84	25.00	2,100.00	74.60	6,266.40	34.00	2,856.00	50.00	4,200.00	10.00	840.00
14	Paint, White, 4" Wide	LF	1,080	1.20	1,308.00	1.20	1,308.00	0.80	872.00	2.00	2,160.00	1.00	1,080.00
15	Round Rail Fence	LF	574	25.00	14,350.00	28.85	15,297.10	31.00	17,794.00	24.00	13,776.00	27.00	15,498.00
16	Access Control Swing Gate	EACH	1	3,500.00	3,500.00	3,410.00	3,410.00	2,700.00	2,700.00	2,500.00	2,500.00	3,800.00	3,800.00
17	Relocate Metal Access Gate	EACH	1	1,800.00	1,800.00	530.00	530.00	540.00	540.00	350.00	350.00	2,000.00	2,000.00
18	Signage, R7-8	SF	2	20.00	30.00	21.30	31.95	180.00	240.00	100.00	150.00	22.00	33.00
19	Signage, R7-9 MOD Van	SF	2	20.00	30.00	21.30	31.95	180.00	240.00	100.00	150.00	22.00	33.00
20	Seeding and Straw Mat	ACRES	1	8,000.00	9,800.00	3,200.00	3,840.00	10,200.00	12,240.00	6,500.00	7,800.00	8,500.00	10,200.00
21	Sod	SQ YD	90	10.00	900.00	10.65	958.50	10.00	900.00	15.00	1,350.00	10.00	900.00
22	October Glory Maple (Acer rebrum), 1" Caliper	EACH	25	350.00	8,750.00	426.00	10,650.00	160.00	4,000.00	175.00	4,375.00	100.00	2,500.00
23	Shingle Oak (Quercus imbricaria), 1" Caliper	EACH	25	350.00	8,750.00	426.00	10,650.00	160.00	4,000.00	190.00	4,750.00	100.00	2,500.00
24	Swamp White Oak (Quercus bicolor), 1" Caliper	EACH	25	350.00	8,750.00	426.00	10,650.00	160.00	4,000.00	190.00	4,750.00	100.00	2,500.00
25	4" HDPE Underdrain	LF	240	12.00	2,880.00	9.80	2,304.00	28.00	6,240.00	25.00	6,000.00	12.00	2,880.00
26	8" Long Concrete Curb Stops	EACH	28	60.00	1,680.00	160.00	4,480.00	135.00	3,780.00	50.00	1,400.00	50.00	1,400.00
27	Prefabricated Trail Bridge, 80' Length	EACH	1	124,000.00	124,000.00	129,470.00	129,470.00	150,000.00	150,000.00	140,000.00	140,000.00	130,000.00	130,000.00
28	Prefabricated Trail Bridge, 100' Length	EACH	1	135,000.00	135,000.00	165,900.00	165,900.00	175,000.00	175,000.00	190,000.00	190,000.00	150,000.00	150,000.00
<b>Total Amount Base Bid for Project (Items 1 to 28) =</b>					<b>774,623.00</b>		<b>800,623.45</b>		<b>826,681.00</b>		<b>838,047.00</b>		<b>858,823.00</b>

Bid Opening Date and Time: November 15, 2016 at 2:05 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids

**UNOFFICIAL**

Numbers highlighted in Yellow denote mathematical error

This project is funded and Administered by Jackson County, MO.				1 Pyramid Contractors, Inc Olathe, KS		2 Or Wyett Streetscapes Raytown, MO		3 Mega Industries Corporation No. Kansas City, MO.		4 National Streetscape, Inc. Blue Springs, MO.		5 Pyramid Excavation & Construction, Inc Kansas City, MO.	
Item No	Description	Unit	No. Units	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid

**ALTERNATE # 1 BID ITEM**

101	Clearing, Grubbing, and Demolition	ACRES	0.3	6,000.00	1,800.00	3,200.00	960.00	18,500.00	5,550.00	10,000.00	3,000.00	10,000.00	3,000.00
102	Excavation	CY	201.0	7.00	1,407.00	10.55	2,140.55	18.00	3,618.00	20.00	4,020.00	16.00	3,216.00
103	Embankment	CY	358.0	18.00	6,444.00	4.25	1,521.50	34.00	12,172.00	28.00	9,984.00	20.00	7,160.00
104	8ft Fence	LF	208.0	1.50	312.00	1.35	280.80	1.40	291.20	1.50	312.00	1.50	312.00
105	Rip Rap	CY	304.0	70.00	21,280.00	75.40	22,921.60	84.00	25,536.00	80.00	18,200.00	83.00	19,182.00
106	48" Black Vinyl Chain Link Fence	LF	48.0	70.00	3,360.00	21.55	1,034.40	88.00	4,224.00	40.00	1,920.00	60.00	2,880.00
107	Seeding and Straw Mat	ACRES	0.1	8,000.00	800.00	3,200.00	320.00	10,200.00	1,020.00	6,500.00	650.00	6,500.00	650.00
108	48" HDPE	LF	40.0	105.00	4,200.00	108.00	4,320.00	125.00	5,000.00	80.00	3,200.00	135.00	5,400.00
109	48" HDPE Flared End Sections	EACH	2.0	2,200.00	4,400.00	2,155.00	4,310.00	1,350.00	2,700.00	1,200.00	2,400.00	2,200.00	4,400.00
110	7' by 7' Reinforced Concrete Box Culvert	LF	24.0	1,480.00	34,800.00	2,100.00	50,400.00	2,900.00	69,600.00	1,200.00	28,800.00	1,165.00	27,960.00
Total Amount All #1 Bid for Project (Items 101 to 110) =					77,787.00		88,128.98		128,318.20		88,882.00		74,330.00

**ALTERNATE # 2 BID ITEM**

201	Clearing, Grubbing, and Demolition	ACRES	3.1	6,000.00	18,600.00	3,850.00	11,345.00	8,000.00	24,800.00	6,000.00	18,600.00	9,500.00	29,480.00
202	Excavation	CY	789.0	25.00	19,725.00	10.75	8,481.75	18.00	14,202.00	30.00	23,670.00	25.00	19,725.00
203	Embankment	CY	1854.0	18.00	33,372.00	10.75	19,930.50	28.00	46,380.00	25.00	46,350.00	20.00	37,080.00
204	8ft Fence	LF	4943.0	2.00	9,886.00	1.35	6,673.05	1.40	6,920.20	1.00	4,943.00	1.00	4,943.00
205	Rock Ditch Check	EACH	7.0	825.00	5,775.00	216.00	1,512.00	350.00	2,450.00	300.00	2,100.00	500.00	3,500.00
206	Rip Rap	CY	44.0	75.00	3,300.00	75.40	3,317.60	105.00	4,620.00	80.00	3,520.00	83.00	3,651.00
207	Seeding and Straw Mat	ACRES	3.9	8,000.00	31,200.00	3,200.00	12,480.00	10,200.00	39,780.00	6,500.00	25,350.00	8,500.00	33,150.00
208	4" HDPE Underdrain	LF	480.0	9.00	4,320.00	9.70	4,656.00	29.00	13,920.00	25.00	12,000.00	12.00	5,760.00
209	18" HDPE Pipe	LF	150.0	58.00	8,700.00	57.10	8,565.00	58.00	8,700.00	40.00	6,000.00	125.00	18,750.00
210	18" HDPE Pipe Flared End Section	EACH	14.0	570.00	7,980.00	430.00	6,020.00	580.00	8,120.00	400.00	5,600.00	500.00	7,000.00
211	42" HDPE Pipe	LF	80.0	108.00	8,640.00	103.75	8,300.00	110.00	8,800.00	90.00	7,200.00	155.00	12,400.00
212	42" HDPE Pipe Flared End Section	EACH	4.0	1,500.00	6,000.00	2,155.00	8,620.00	1,300.00	5,200.00	1,000.00	4,000.00	1,500.00	6,000.00
Total Amount All #2 Bid for Project (Items 201 to 212) =					167,858.00		99,901.80		185,262.20		167,213.00		180,530.00

Subtotal Amount of Bid Items + All #1 Items + All #2 Items =					\$1,008,988.00		\$888,654.30		\$1,140,442.40		\$1,084,112.00		\$1,113,883.00
--	--	--	--	--	----------------	--	--------------	--	----------------	--	----------------	--	----------------

**ALTERNATE # 3 BID ITEM**

301	6" Concrete Trail w/ Fiber Reinforcement	SQ YD	1841.0	71.00	130,711.00	83.10	152,987.10	82.00	150,932.00	80.00	147,280.00	100.00	184,100.00
Total Amount All #3 Bid for Project (Item 301) =					130,711.00		152,987.10		150,932.00		147,280.00		184,100.00

Grand Total Amount of Bid Items, All #1 Items, All #2 Items, and All #3 Items =					\$1,139,699.00		\$1,041,641.40		\$1,291,374.40		\$1,231,392.00		\$1,297,983.00
---	--	--	--	--	----------------	--	----------------	--	----------------	--	----------------	--	----------------

Received BASE Bid Totals 11-15-2016	\$774,823.00	\$888,654.30	\$1,140,442.40	\$1,084,112.00	\$1,113,883.00
Math or Extension Error Total Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extension error line (s) (Item No. Above) ??					

Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.

Bid Tabulation for Little Blue Trace Trail Extension - Phase 1

Jackson County PN 3208 - Bid No PW-11-2018

Department of Public Works - Engineering Division

Bid Opening Date and Time: November 15, 2016 at 2:05 p.m.

NOTE: This is an UNOFFICIAL bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

**UNOFFICIAL**

This project is funded and Administered by Jackson County, MO				Gunter Construction Company Kansas City, KS.		Radmscher Brothers Excavating Co., Inc Pleasant Hill, MO		Wil-PAV Sugar Creek, MO		Midwest Heavy Construction, LLC Pleasant Hill, MO.		Engineers Estimate		Avg. unit \$ of 3 lowest Bids Received
Item No	Description	Unit	No. Units	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Estimated	
<b>Trail Extension Items</b>														
1	Mobilization	LS	1	49,226.50	49,226.50	117,400.00	117,400.00	21,550.00	21,550.00	95,000.00	95,000.00	78534.65	78534.65	41,733.33
2	Contractor Furnished Surveying	LS	1	7,690.00	7,690.00	12,400.00	12,400.00	8,000.00	8,000.00	26,000.00	26,000.00	7377.76	7377.76	11,033.33
3	Clearing, Grubbing, and Demolition	ACRES	2	9,400.00	17,860.00	4,460.00	8,474.00	40,074.00	76,140.60	8,000.00	15,200.00	12843.37	24402.40	9,066.67
4	Excavation	CY	408	30.75	12,546.00	18.30	7,466.40	127.22	51,905.78	26.00	10,608.00	26.72	10901.76	17.88
5	Embankment	CY	213	6.60	2,029.60	14.70	3,131.10	121.01	25,775.13	12.00	2,556.00	20.76	4421.88	11.75
6	Silt Fence	LF	2,680	1.40	4,032.00	1.40	4,032.00	2.06	5,932.80	1.40	4,032.00	1.59	4579.20	1.42
7	8" Concrete Pavement	SQ YD	589	56.00	34,162.00	72.00	42,408.00	72.24	42,549.56	72.50	42,702.50	115.53	68047.17	82.10
8	6" Concrete Trail w/ Fiber Reinforcement	SQ YD	2,860	48.85	139,711.00	55.70	159,302.00	68.03	165,985.80	65.00	185,900.00	55.60	159588.00	59.15
9	6" Concrete Parking Lot	SQ YD	1,496	51.50	77,044.00	54.40	81,382.40	66.44	99,394.24	64.00	95,744.00	69.75	104346.00	60.75
10	ADA Pavers	SQ FT	20	39.00	780.00	25.00	500.00	28.35	567.00	45.00	900.00	25.00	520.00	31.53
11	8" Gravel Sewer Access Road	SQ YD	89	14.00	1,246.00	11.70	1,041.30	14.04	1,249.56	20.00	1,780.00	40.00	3560.00	21.40
12	Rip Rap	CY	681	107.00	72,867.00	65.90	38,067.90	109.23	74,385.63	65.00	44,265.00	76.38	62014.78	74.87
13	MODOT Type 1 Ditch Liner	SY	84	23.50	1,974.00	37.30	3,133.20	166.67	14,000.28	60.50	5,082.00	80.00	6720.00	44.53
14	Paint, White, 4" Wide	LF	1,090	1.30	1,417.00	1.20	1,308.00	0.34	370.60	2.50	2,725.00	2.82	3073.80	1.07
15	Round Rail Fence	LF	574	31.50	18,081.00	28.10	14,981.40	52.50	30,136.00	29.00	16,846.00	31.91	18316.34	27.65
16	Access Control Swing Gate	EACH	1	2,990.00	2,990.00	3,700.00	3,700.00	5,625.00	5,625.00	5,000.00	5,000.00	3863.79	3863.75	3,203.33
17	Relocate Metal Access Gate	EACH	1	1,000.00	1,000.00	1,820.00	1,820.00	2,875.00	2,875.00	2,000.00	2,000.00	5000.00	5000.00	956.67
18	Signage, R7-8	SF	2	23.00	34.50	21.00	31.50	250.00	375.00	150.00	225.00	249.33	374.00	67.10
19	Signage, R7-9 MOD Van	SF	2	23.00	34.50	21.00	31.50	250.00	375.00	150.00	225.00	249.33	374.00	67.10
20	Seeding and Straw Mat	ACRES	1	10,800.00	12,720.00	9,980.00	11,976.00	19,137.50	22,965.00	10,500.00	12,900.00	11264.67	13505.96	7,133.33
21	Sod	SQ YD	90	6.70	603.00	6.30	567.00	6.24	561.60	12.00	1,080.00	7.27	654.30	10.22
22	Ocotober Glory Maple (Acer rebrum), 1" Caliper	EACH	25	168.00	4,200.00	160.00	4,000.00	406.24	10,156.00	165.00	4,125.00	225.00	5625.00	312.00
23	Shingle Oak (Quercus imbricaria), 1" Caliper	EACH	25	168.00	4,200.00	160.00	4,000.00	406.24	10,156.00	165.00	4,125.00	225.00	5625.00	312.00
24	Swamp White Oak (Quercus bicolor), 1" Caliper	EACH	25	168.00	4,200.00	160.00	4,000.00	406.24	10,156.00	165.00	4,125.00	225.00	5625.00	312.00
25	4" HDPE Underdrain	LF	240	19.85	4,764.00	17.70	4,248.00	12.50	3,000.00	20.25	4,860.00	250.00	60000.00	16.67
26	8" Long Concrete Curb Stops	EACH	28	107.00	2,998.00	136.00	3,884.00	93.75	2,625.00	60.00	1,680.00	500.00	14000.00	118.33
27	Prefabricated Trail Bridge, 80' Length	EACH	1	190,035.00	190,035.00	186,874.00	186,874.00	156,900.00	156,900.00	209,000.00	209,000.00	188964.69	188964.69	134,490.00
28	Prefabricated Trail Bridge, 100' Length	EACH	1	211,775.00	211,775.00	208,794.00	208,794.00	181,275.00	181,275.00	245,000.00	245,000.00	354308.79	354308.79	155,300.00
<b>Total Amount Base Bid for Project (Items 1 to 28) =</b>					<b>880,212.00</b>		<b>929,933.70</b>		<b>1,022,865.36</b>		<b>1,043,185.50</b>		<b>1,204,314.29</b>	

Bid Opening Date and Time: November 16, 2016 at 2:00 p.m.

NOTE: This is an Unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

**UNOFFICIAL**

This project is funded and Administered by Jackson County, MO				Bunker Construction Company Kansas City, KS		Reinhardt Brothers Excavating Co., Inc Pleasant Hill, MO		WJ-PAV Sugar Creek, MO		Midwest Heavy Construction, LLC Pleasant Hill, MO.		Engineers Estimate		Avg unit \$ of 0 lowest Bids Received
Item No	Description	Unit	No. Units	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	Unit Price	Total Amt Bid	
<b>ALTERNATE # 1 BID ITEM</b>														
101	Clearing, Grubbing, and Demolition	AGRES	0 0	0,000.00	0,787.00	4,400.00	1,330.00	40,074.00	10,022.20	10,000.00	0,000.00	10,040.07	0,000.00	0,000.00
102	Excavation	CY	201.0	17.00	0,017.00	10.00	0,070.00	107.00	05,071.00	10.00	0,410.00	00.70	0,370.70	11.00
103	Embankment	CY	000.0	00.00	7,100.00	14.70	5,242.00	101.01	40,001.00	00.00	11,400.00	00.70	7,400.00	10.00
104	5ft Fence	LF	000.0	1.00	010.00	1.00	070.00	4.00	1,000.00	1.00	001.00	1.00	000.70	1.00
105	Rip Rap	CY	004.0	710.75	00,000.00	00.00	10,000.00	100.00	00,000.00	00.00	00,000.00	70.00	00,000.00	70.00
106	40" Black Vinyl Chain Link Fence	LF	40.0	00.75	0,000.00	70.70	0,000.00	100.00	0,000.00	00.00	1,000.00	00.00	1,000.00	00.00
107	Seeding and Straw Mat	AGRES	0 1	11,000.00	1,100.00	0,000.00	000.00	00,000.00	0,000.00	10,000.00	1,000.00	11,000.00	1,100.00	7,100.00
108	40" HDPE	LF	40.0	170.00	7,100.00	100.00	0,000.00	000.00	0,000.00	100.00	0,000.00	100.00	0,000.00	110.00
109	40" HDPE Flared End Sections	EACH	0 0	1,010.00	0,000.00	1,000.00	0,100.00	0,000.00	4,000.00	1,000.00	0,100.00	1,000.00	0,000.00	1,000.00
110	7" by 7" Reinforced Concrete Box Culvert	LF	04.0	1,000.00	07,000.00	1,100.00	07,000.00	1,000.00	44,000.00	1,000.00	00,100.00	1,000.00	00,000.00	0,100.00
Total Amount All #1 Bids for Project (Items 101 to 110) =					101,070.00		00,074.00		100,170.00		01,010.00		07,000.00	

<b>ALTERNATE # 2 BID ITEM</b>														
201	Clearing, Grubbing, and Demolition	AGRES	0 1	0,000.00	00,000.00	4,400.00	10,000.00	40,074.00	104,022.40	7,000.00	00,000.00	10,040.07	00,000.00	0,000.00
202	Excavation	CY	700.0	11.00	0,070.00	10.00	14,000.00	00.00	00,000.00	10.00	7,000.00	00.70	01,000.00	17.00
203	Embankment	CY	1004.0	10.70	00,000.00	14.70	07,000.00	00.00	00,000.00	10.00	00,000.00	00.70	00,000.00	17.00
204	5ft Fence	LF	4000.0	1.00	7,410.00	1.00	0,000.00	0.00	10,100.00	1.00	0,000.00	1.00	7,000.00	1.00
205	Rock Ditch Check	EACH	7.0	000.00	0,070.00	00.00	070.00	000.00	4,000.00	400.00	0,100.00	700.00	0,100.00	000.00
206	Rip Rap	CY	44.0	100.00	0,000.00	00.00	0,000.00	100.00	4,000.00	70.00	0,000.00	70.00	0,000.00	00.00
207	Seeding and Straw Mat	AGRES	0 0	11,000.00	00,000.00	0,000.00	00,000.00	10,100.00	74,000.00	10,000.00	00,000.00	11,000.00	00,000.00	7,100.00
208	4" HDPE Underdrain	LF	400.0	01.00	10,000.00	17.70	0,000.00	10.00	0,000.00	00.00	0,000.00	000.00	00,000.00	10.00
209	10" HDPE Pipe	LF	100.0	00.00	10,000.00	00.00	10,000.00	40.00	0,000.00	00.00	0,000.00	00.00	10,000.00	00.00
210	10" HDPE Pipe Flared End Section	EACH	14.0	770.00	10,700.00	010.00	11,410.00	000.00	10,000.00	000.00	0,000.00	000.00	0,000.00	000.00
211	40" HDPE Pipe	LF	00.0	100.00	10,000.00	00.00	0,000.00	100.00	10,000.00	114.00	0,100.00	140.00	11,000.00	100.00
212	40" HDPE Pipe Flared End Section	EACH	4.0	1,700.00	0,000.00	1,000.00	0,700.00	0,000.00	0,000.00	1,400.00	0,000.00	1,000.00	0,000.00	1,000.00
Total Amount All #2 Bids for Project (Items 201 to 212) =					100,170.00		140,000.00		000,000.00		100,100.00		010,770.00	

Subtotal Amount of Bid Items + All #1 Items + All #2 Items =					01,170,000.00		01,140,000.00		01,000,000.00		01,000,000.00		01,000,000.00	
--	--	--	--	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--

<b>ALTERNATE # 3 BID ITEM</b>														
301	6" Concrete Trail w/ Fiber Reinforcement	SG YD	1041.0	00.70	01,000.00	00.70	00,000.00	00.00	100,000.00	00.00	104,700.00	00.00	00,000.00	00.00
Total Amount All #3 Bids for Project (Item 301) =					01,000.00		00,000.00		100,000.00		104,700.00		00,000.00	

Grand Total Amount of Bid Items, All #1 Items, All #2 Items, and All #3 Items =					01,200,000.00		01,000,000.00		01,000,000.00		01,000,000.00		01,000,000.00	
---	--	--	--	--	---------------	--	---------------	--	---------------	--	---------------	--	---------------	--

Received BASE Bid Totals 11-16-2016	000,000.00	000,000.00	01,000,000.00	01,000,000.00
Math or Extension Error Total Amount	00.00	00.00	00.00	00.00
Extension error line (s) (Item No. Above) ??				000

Notes: 1. The County reserves the right to adjust it



795 W. IRONWOOD • OLATHE, KS 66061

Bid For: Little Blue Trace Trail  
Extension Phase I

Project #3208 – PW-11-2016

Director of Public Works  
Engineering Division  
303 W Walnut  
Independence, MO 64050

Base Bid  
1st Apparent Low Bid

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pyramid Contractors, Inc.

795 W. Ironwood, Olathe, KS 68061

as Principal, hereinafter called the Principal, and Arch Insurance Company

Harborside 3, 210 Hudson Street Suite 300, Jersey City, NJ 07311-1107

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Jackson County, Missouri

303 W. Walnut, Independence, MO 64050

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for County - 3208 Bid No. PW-11-2016 Little Blue Trace Trail Extension - Phase 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November, 2016

Ron Linn

(Witness)

Pyramid Contractors, Inc.

(Principal)

(Seal)

By: Gavin T. Barraby

**PRESIDENT**

(Title)

**Gavin T. Barraby**

Arch Insurance Company

(Surety)

(Seal)

By: Brenda L. Linze

Attorney-in-Fact **Brenda L. Linze**

(Title)

Surety Phone No. **201-743-4000**

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Brenda L. Linze**

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: Pyramid Contractors, Inc.

Obligee: Jackson County, Missouri

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day of November, 2016.

Attested and Certified

Arch Insurance Company

*Patrick K. Nails*



*David M. Finkelstein*

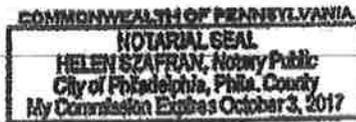
Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said Instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Helen Szafran*

Helen Szafran, Notary Public  
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 15, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of November, 2016.

*Patrick K. Nails*

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



Contract Documents and Specifications For

**LITTLE BLUE TRACE  
TRAIL EXTENSION PHASE 1**

**County Project  
No. 3208**



**Bid No.  
PW-11-2016**

**JACKSON COUNTY, MISSOURI  
ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS**

**October, 2016**

**DIRECTOR - BRIAN GADDIE, P.E.**

**CHIEF ENGINEER - EARL NEWILL, P.E.**

**PROJECT MANAGER - BRUCE WILKE**

**PROJECT MANAGER TELEPHONE - (816) 503-4802**

**PLANS AND SPECIFICATIONS PREPARED BY - WES MINDER, P.E.**

**Specification Set No. \_\_\_\_\_**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	TOC-1 TO TOC-2
ADVERTISEMENT FOR BIDS .....	A-1 to A-2
BIDDING REQUIREMENTS .....	
INSTRUCTIONS TO BIDDERS .....	B-1 to B-3
PROPOSAL .....	P-1
ADDENDA CERTIFICATION.....	P-2
LIST OF WORK ITEMS .....	P-3 to P-5
SIGNATURES OF ALL PARTNERS.....	P-6
ACKNOWLEDGEMENT .....	P-7
ANTI-COLLUSION STATEMENT.....	P-8
EQUIPMENT QUESTIONNAIRE.....	EQ-1
LIST OF CONTRACTS ON HAND .....	LC-1
AFFIDAVITS .....	AF-1 to AF-2
TAX CLEARANCE (JACKSON COUNTY) .....	TC-1, TC-2
EQUAL EMPLOYMENT OPPORTUNITY.....	EEO-1
LIST OF INTENDED SUBCONTRACTORS.....	LIS-1 to LIS-2
COMPLIANCE REPORT FORM.....	AA-1 to AA-2
CONTRACTOR UTILIZATION PLAN.....	MBE/WBE/VBE-1 TO MBE/WBE/VBE-5
OSHA TEN HOUR TRAINING CERIFICATION.....	OSHA 10 CARD-1
STATE WAGE RATES .....	WR-1 to WR-17
SALES TAX EXEMPTION .....	ST-1 to ST-3
CONTRACT FORMS	
CONTRACT AGREEMENT .....	CA-1 to CA-3
PERFORMANCE BOND .....	PB-1 to PB-2
REVENUE CERTIFICATE .....	C-1
GENERAL CONDITIONS OF CONTRACT .....	GC-1 to GC-24
SPECIAL PROVISIONS OF CONTRACT .....	SP-1 to SP-19
TECHNICAL SPECIFICATIONS	
TABLE OF CONTENTS .....	TOC-1
SECTION 01350 - CONSTRUCTION CERTIFICATION PAGE .....	01350 -1
SECTION 01400 – SUMMARY OF WORK .....	01400-1
SECTION 01410 – PROJECT ADMINISTRATION .....	01410-1 TO 01410-17
SECTION 01700 – PROJECT MOBILIZATION .....	01700-1
SECTION 01800 – CONTRACTOR PROVIDED SURVEYING AND CONSTRUCTION STAKING .....	01800-1 TO 01800-5

**SECTION 02101 – CLEARING, GRUBBING AND DEMOLITION ..... 02101-1 TO 02101-3**  
**SECTION 02102 – SITE PREPARATION ..... 02102-1 TO 02102-3**  
**SECTION 02150 – EROSION AND SEDIMENT CONTROL ..... 02150-1 TO 02150-2**  
**SECTION 02201 – SUBGRADE PREPARATION ..... 02201-1**  
**SECTION 02202 – UNTREATED COMPACTED AGGREGATE ..... 02202-1 TO 02202-2**  
**SECTION 02208 – PORTLAND CEMENT ..... 02208-1**  
**SECTION 02301 – STANDARD SIDEWALKS, SIDEWALK RAMPS, DRIVEWAYS, AND  
BICYCLE/PEDESTRIAN PATHS .....02301-1 TO 02301-3**

**SECTION 02303 –ROCK BLANKET ..... 02303-1 TO 02303-2**  
**SECTION 02305 – MAINTENANCE OF TRAFFIC ..... 02305-1 TO 02305-8**  
**SECTION 02306 – PAVEMENT MARKING ..... 02306-1**  
**SECTION 02308 – FENCING ..... 02308-1 TO 02308-3**  
**SECTION 02312 – SIGNAGE ..... 02312-1**  
**SECTION 02400 – SODDING, SEEDING AND OVERSEEDING ..... 02400-1 TO 02400-3**  
**SECTION 02410 – LANDSCAPING..... 02410-1 TO 02410-8**  
**SECTION 02600 – STORM SEWERS ..... 02600-1 TO 02600-5**  
**SECTION 02700 – PRE-FABRICATED STEEL TRUSS BRIDGE..... 02700-1 TO 02700-10**

**APPENDIX A - Bridge 1 and Bridge 2 Boring Logs ..... AP-A1 to AP-A52**

**APPENDIX B - Jackson County, MO. Ordinance No. 4465: Paying Wage Rates for certain delivery  
truck drivers ..... AP-B1 to AP-B4**


**ADVERTISEMENT FOR BIDS**
  
**JACKSON COUNTY, MISSOURI**

**JACKSON COUNTY PUBLIC WORKS**

**LITTLE BLUE TRACE TRAIL EXTENSION – PHASE 1**

**COUNTY PROJECT NUMBER 3208– COUNTY BID NUMBER PW-11-2016**

Bid documents will be available on October 18, 2016, for the "Little Blue Trace Trail Extension – Phase 1" project. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 W. Walnut, Independence, Missouri 64050, until 2:00 p.m. on November 15, 2016. Sealed proposals will be opened at the noted office and address on November 15, 2016, at 2:05 p.m.

1. **Work Items Include:** All clearing, grubbing and grading necessary for the construction of a concrete trailhead parking lot, installation of up to one mile of 10' wide concrete trail surfacing including grading, drainage structures, silt control and reseeding. Installation of a 80' and 100' prefabricated steel bridge, construction of concrete bridge footings engineered by the bridge provider based on geotechnical information provided in the specifications.
2. **Project Location:** Little Blue Trace Trail Extension Phase 1 begins on Phelps Road near the west side of the intersection of Lee Summit Road and Phelps Road. From the beginning of the trail head southwest for approximately 1.0 miles to the end of the project.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin, in consideration for an award.

The sealed Proposals and Bid must be made on the forms provided in the contract documents. Each Proposal must include: 1) the completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid (all surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register); and, 3) a completed Compliance Report Form (page AA-1) with current (issued within the last 12 months) Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid. For information contact the Compliance Review Officer at (816) 681-3302.

Specifications, and other proposed Contract documents may be secured from the Engineering Division, 303 W. Walnut, Independence, Missouri 64050, during regular business hours 7:30 a.m. to 4:00 p.m. A fee of \$20.00 will be required for each set of contract documents. Fees are not refundable. For an additional \$15.00 fee, plans can be mailed. Checks, if used for payments of deposits, shall be made in favor of the Manager, of Finance.

Bidders may also view and print contract documents for free on line at <http://www.jacksongov.org/322/Bids-RFPs-RFCs>. This website contains a link to the Public Purchase, a web-based e-Procurement service for posting and receiving Public Works related bids. Any bidder using on-line documents must check the website periodically for Notice of Addendums or call the Project Manager at the number listed below.

The successful Bidder, as a condition of the award of this contract must:

- A. Have a surety company which (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

**SPECIAL INSTRUCTIONS**

- 1. Jackson County is a tax-exempt entity under 144.062, Revised Statutes of Missouri and will issue the contractor and subcontractors an exemption certificate. For information contact Compliance Review Officer at (816) 881-3302.**
- 2. This project will be inspected by Jackson County, or its agent. For project information call Project Manager, Bruce Wilke. (816) 503-4802.**
- 3. This contract has a new requirement related to paying wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County Ordinance #4465 in the appendix of the Contract Documents, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature October 15, 2012.**

**LITTLE BLUE TRACE TRAIL EXTENSION - PHASE 1**

**COUNTY PROJECT # 3208  
COUNTY BID NO. PW-11-2016**

# **BIDDING REQUIREMENTS**

## INSTRUCTIONS TO BIDDERS

**B-1 PROPOSALS:** Each Proposal shall be legibly written or printed in ink on the form provided with this bound copy of the Contract documents. No alterations in Proposal, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the owner may require the bidder to verify any alteration. No alteration in the Proposal, or in the form, on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the Contract documents, properly signed by the bidder, shall accompany the Proposal at the time of submittal.

Each Proposal shall be sealed in the envelope supplied with the plans and specifications. The envelope has been marked with the address of the Director of Public Works, Jackson County, Missouri, and identified on the outside with the words **"FOR BIDDING PURPOSES - Little Blue Trace Trail Extension - Phase 1, County Project Number: 3208"**

**B-2 PRE-BID MEETING:** Pre-Bid meeting will be held on Monday, November 7, 2016 at 9:00 a.m. at the Jackson County Parks + Recreation Fleming Park Meeting Hall located at 21908 Woods Chapel Road, Blue Springs, MO. 64015. Attendance at the prebid meeting is recommended and will be taken into consideration during final selection of the Contractor.

**B-3 BIDDER QUESTIONS / ADDENDA:** All questions shall be submitted in writing, with the final submittal accepted at 5:00 p.m. on November 8, 2016. Answers to questions will be provided via addenda issued by 5:00 p.m. on November 9, 2016.

**B-4 STATE SALES TAX EXEMPTION:** Jackson County is an exempt entity under 144.062, Revised Statutes of Missouri, and will issue the contractor and subcontractors an exemption certificate. Bidders are instructed not to include sales tax in their prices. (See ST-1-ST-3)

**B-5 PROPOSAL GUARANTEE:** Each Proposal shall be accompanied by a Bid Bond or cashier's check drawn on an acceptable bank or an acceptable bidder's bond, in an amount not less than five percent (5%) of the total amount of the bid. All surety bonds submitted by Bidder(s) must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds. Bids received without a Bid Guarantee or a Bid Bond will not be considered.

The successful bidder, as a condition of the award of this contract must have a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current with United States Department of the Treasury list as a surety whose bonds are acceptable to the United States Government. See the following website:

<http://www.fiscal.treasury.gov/reports/ref/suretyBond/c870-a-z.htm> to the Department of the Treasury's Listing of the Certified Companies for Surety Bonds as part of the Financial Management Service, a Bureau of the United States Department of the Treasury.

The Proposal Guarantee shall be made payable without condition to Jackson County, Missouri, hereinafter referred to as Owner. The Proposal Guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the Proposal is accepted and a Contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

**B-6 RETURN OF PROPOSAL GUARANTEE:** The Proposal Guarantee deposit of each unsuccessful bidder will be returned upon request, when his Proposal is rejected. Similarly, the Proposal Guarantee deposit of the bidder, to whom a Contract is awarded, will be returned when he

executes a Contract and files a satisfactory performance bond. The Proposal deposit of the second lowest responsible bidder may be retained for a period not to exceed ninety (90) days, pending the execution of the contract and bond by the successful bidder.

**B-7 WITHDRAWAL OF BID:** No bidder may withdraw his Proposal for ninety (90) days after the date and hour set for the opening. A bidder may withdraw his Proposal any time prior to expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.

**B-8 ACCEPTANCE AND REJECTION OF BIDS:** The Owner reserves the right to accept the bid which, in its judgement, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

**B-9 SIGNATURE OF BIDDERS:** Each bidder shall sign his Proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

**B-10 INTERPRETATION OF CONTRACT DOCUMENTS:** If any person who contemplated submitting a bid is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, he may submit to the engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed Contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of Contract documents from the Director of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract documents.

**B-11 LOCAL CONDITIONS AFFECTING WORK:** Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no subsequent financial adjustment for lack of such prior information.

**B-12 INSURANCE:** Throughout the life of the contract, the contractor will be required to carry the types and amounts of insurance named in the General Conditions.

**B-13 PAYMENTS:** Payment for all work performed under the proposed Contract will be made by the owner in the manner set forth in the Special Provisions.

**B-14 TIME OF COMPLETION:** The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the owner of his ability to complete the work within the allowable time set forth in the Proposal. In this connection, attention is directed to the provisions of the General Conditions and Special Provisions relative to delays, extensions of time, and liquidated damages.

**B-15 QUALIFICATIONS OF BIDDERS:** The Director of Public Works reserves the right to inspect

and approve the bidder's equipment before the award of contract. Both the prime contractor and all potential subcontractors must comply with all Affirmative Action provisions of this contract. The Contractor's attention is directed of paragraph GC-37 regarding subcontractors and to the Affirmative Action sheets given in the bid documents. The contractor shall identify all potential subcontractors on or before the bid opening, whether or not he eventually requests that they be approved, on this Affirmative Action sheet.

**B-16 TAXES AND PERMITS:** Attention is directed to the requirements of TC-1 and TC-2 regarding payment of taxes.

**B-17 PERFORMANCE BOND:** Each bidder to whom a contract is awarded will be required to furnish a performance bond to the owner in an amount equal to one hundred percent (100%) of the Contract price. All surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-face to bind the surety company and certified to include the date of the bond.

**B-18 BID SUBMITTAL:** The bidder's attention is called to the packet, marked "FOR BIDDING PURPOSES", which is included with the bound copy. All necessary forms for bid submittal are found therein. **USE THE PACKET FORMS FOR SUBMITTING BIDS** instead of the proposal forms bound with the Specifications.

**B-19 COPIES OF PLANS AND SPECIFICATIONS:** Copies of the plans and specifications for use in preparing bids may be obtained from the Jackson County Public Works Department, Engineering Division, 303 W. Walnut, Independence, Missouri 64050. A fee of **\$20.00** shall be required for each set of contract documents. Fees will not be refunded. Checks are to be made in favor of Manager, of Finance, Jackson County, Missouri.

**B-20 BUSINESS EXPECTANCY:** The lowest bidder shall not be considered as having received business expectancy merely because of submitting the lowest bid. Business expectancy does not exist until the contract is awarded by the Jackson County Legislature.

**B-21 RETAINAGE:** Contractor's attention is directed to the special provisions, which provides for a reduced retainer as long as the project schedule is maintained.

**B-22 WAGE LAW:** The Contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290340, including the latest amendments thereto.

**B-23 NEW COUNTY ORDINANCE:** Bidders' attention is directed to the Jackson County Ordinance #4465, adopted on 10/15/2012, County Code Section 1072 (Portions Repealed), related to paying wage rates for certain delivery truck drivers. Bidders are advised to read the ordinance in the Appendix of the Contract Documents.

**PROPOSAL**  
**Jackson County, Missouri**

**TO THE JACKSON COUNTY LEGISLATURE**  
**KANSAS CITY, MISSOURI**

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, General and Special Conditions, appendix, other proposed Contract documents, and all addenda thereto; and being acquainted with and fully understanding; (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations both surface and underground, which may affect or be affected by the proposed work; (d) the nature, extent and type of excavations to be made, character and general conditions of materials to be excavated; (e) the necessary handling and re-handling of excavated materials, including construction of fills and embankments; (f) the location and extent of necessary or probable de-watering requirements; (g) the difficulties and hazards to the work which might be caused by storm and flood-water; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSED, furnish all required materials, supplies, equipment, tools, and plant, to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated as required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda thereto) for and in consideration of the prices included in this proposal.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the work items covered in the contract award by July 31, 2017.

Each Proposal submitted must be accompanied by a cashier's check or Proposal Guarantee bond in a minimum amount of five (5%) percent of the total amount of the bid. Checks shall be made in favor of Manager, Division of Finance, Jackson County, Missouri. Upon failure or refusal of the successful bidder to execute and deliver the contract and bond required within ten (10) days after he has been notified of the award of the Contract to him, as liquidated damages for such failure or refusal, the Owner may recover the full amount of the bond or in the event a cashier's check is furnished, an amount not-to-exceed five (5%) percent of the total amount of the bid.

PROPOSAL (continued)

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids, or to accept or reject any portion of any bid, and it is understood that this bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other bidder or over the owner.

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of addenda through and including numbers 1,2, and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.



Authorized Signature of Bidder

Pyramid Contractors, Inc.

Company Name

11/15/2016

Date

**LITTLE BLUE TRACE TRAIL EXTENSION – PHASE 1**

**COUNTY PROJECT # 3208  
COUNTY BID NO. PW-11-2016**

Pyramid Contractors, Inc

**BASE BID**

**Little Blue Trace Trail Segment 1**

**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	LS	1	Mobilization	\$20,000.00	\$20,000.00
2	LS	1	Contractor Furnished Surveying	\$18,000.00	\$18,000.00
3	ACRES	1.9	Clearing, Grubbing, and Demolition	\$6,000.00	\$11,400.00
4	CY	408	Excavation	\$27.00	\$11,016.00
5	CY	213	Embankment	\$19.00	\$4,047.00
6	LF	2880	Silt Fence	\$1.50	\$4,320.00
7	SQ YD	589	8" Concrete Pavement	\$92.00	\$54,188.00
8	SQ YD	2860	6" Concrete Trail w/ Fiber Reinforcement	\$65.00	\$185,900.00
9	SQ YD	1496	6" Concrete Parking Lot	\$63.00	\$94,248.00
10	SQ FT	20	ADA Pavers	\$30.00	\$600.00
11	SQ YD	89	8" Gravel Sewer Access Road	\$12.00	\$1,068.00
12	CY	681	Rip Rap	\$68.00	\$46,308.00
13	SY	84	MoDOT Type I Ditch Liner	\$25.00	\$2,100.00
14	LF	1090	Paint, White, 4" width	\$1.20	\$1,308.00
15	LF	574	Round Rail Fence	\$25.00	\$14,350.00
16	EACH	1	Access Control Swing Gate	\$3,500.00	\$3,500.00
17	EACH	1	Relocate Metal Access Gate	\$1,800.00	\$1,800.00
18	SF	1.5	Signage, R7-8	\$20.00	\$30.00
19	SF	1.5	Signage, R7-8 MOD Van	\$20.00	\$30.00
20	ACRES	1.2	Seeding and Straw Mat	\$8,000.00	\$9,600.00
21	SQ YD	90	Sod	\$10.00	\$900.00
22	EACH	25	October Glory Maple (Acer rubrum), 1" Caliper	\$350.00	\$8,750.00
23	EACH	25	Shingle Oak (Quercus imbricaria), 1" Caliper	\$350.00	\$8,750.00
24	EACH	25	Swamp White Oak (Quercus bicolor), 1" Caliper	\$350.00	\$8,750.00
25	LF	240	4" HDPE Underdrain	\$12.00	\$2,880.00
26	EACH	28	6' Long Concrete Curb Stops	\$60.00	\$1,680.00
27	EACH	1	Prefabricated Trail Bridge, 80' Length	\$124,000.00	\$124,000.00
28	EACH	1	Prefabricated Trail Bridge, 100' Length	\$135,000.00	\$135,000.00
					TOTAL \$ \$774,523.00

Pyramid Contractors, Inc

**ALTERNATE 1**

## Little Blue Trace Trail Segment 1

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit	Extension
101	ACRES	0.3	Clearing, Grubbing, and Demolition	\$5,000.00	\$1,500.00
102	CY	201	Excavation	\$7.00	\$1,407.00
103	CY	358	Embankment	\$16.00	\$5,728.00
104	LF	208	Silt Fence	\$1.50	\$312.00
105	CY	304	Rip Rap	\$70.00	\$21,280.00
106	LF	48	48" Black Vinyl Chain Link Fence	\$70.00	\$3,360.00
107	ACRES	0.1	Seeding and Straw Mat	\$8,000.00	\$800.00
108	LF	40	48" HDPE	\$105.00	\$4,200.00
109	EACH	2	48" HDPE Flared End Sections	\$2,200.00	\$4,400.00
110	LF	24	7' by 7' Reinforced Concrete Box Culvert	\$1,450.00	\$34,800.00
					TOTAL \$ \$77,787.00

PRICING CONTINUED ON NEXT PAGE

**LITTLE BLUE TRACE TRAIL EXTENSION – PHASE 1**

**COUNTY PROJECT # 3208  
COUNTY BID NO. PW-11-2016**

Pyramid Contractors, Inc

**ALTERNATE 2**

**Little Blue Trace Trail Segment 1**

**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit	Extension
201	ACRES	3.1	Clearing, Grubbing, and Demolition	\$6,000.00	\$18,600.00
202	CY	789	Excavation	\$25.00	\$19,725.00
203	CY	1854	Embankment	\$18.00	\$33,372.00
204	LF	4943	Silt Fence	\$2.00	\$9,886.00
205	EACH	7	Rock Ditch Check	\$825.00	\$5,775.00
206	CY	44	Rip Rap	\$75.00	\$3,300.00
207	ACRES	3.9	Seeding and Straw Mat	\$8,000.00	\$31,200.00
208	LF	480	4" HDPE Underdrain	\$9.00	\$4,320.00
209	LF	150	18" HDPE Pipe	\$58.00	\$8,700.00
210	EACH	14	18" HDPE Pipe Flared End Section	\$570.00	\$7,980.00
211	LF	80	42" HDPE Pipe	\$105.00	\$8,400.00
212	EACH	4	42" HDPE Pipe Flared End Section	\$1,600.00	\$6,400.00
					TOTAL \$ \$157,658.00

**ALTERNATE 3**

**Little Blue Trace Trail Segment 1**

**NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.**

Item No.	Unit	Quantity	Item Description:	Unit	Extension
301	SQ YD	1541	6" Concrete Trail w/ Fiber Reinforcement	\$71.00	\$109,411.00
					TOTAL \$ \$109,411.00

**GRAND TOTAL \$1,119,379.00**

PROPOSAL (continued)

The undersigned states that this Proposal is made in the character or capacity checked in this paragraph, that he is the agent of, and is duly authorized to sign for:

Pyramid Contractors, Inc.

*Legal Name of Firm*

and that the Proposal is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Proposal.

- Missouri Individual
- Missouri Partnership
- Missouri Corporation  
Licensed in Missouri
- Foreign Individual
- Foreign Partnership
- Foreign Corporation
- Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State.

Dated at Olathe, Kansas

*City, State*

this 15th day of November, 2016.

**SIGNATURES**

Name and Address of all Partners


  
*Authorized Signature*

Gavin T. Barmby

*Title of Person Signing*

*Attest (Seal)*

PROPOSAL (continued)

**ACKNOWLEDGEMENT**

STATE OF Kansas )  
COUNTY OF Johnson ) ss.

Gavin T. Barmby  
Printed Name of Authorized Person with Bidding Entity

being duly sworn, deposes and says that he/she is  
President \_\_\_\_\_, with  
(Title of Person Signing)

Pyramid Contractors, Inc.  
(Name of Bidding Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

*Gavin T. Barmby* 11/15/2016  
(Signature of Authorized Person with Bidding Entity) Date

Sworn to before me this 15th day of November, 2016.

*Lauri A. Mazigian*  
Notary Public

My commission expires December 12, 2019



PROPOSAL (continued)

### ANTI-COLLUSION STATEMENT

STATE OF Kansas )  
COUNTY OF Johnson ) ss.

Gavin T. Barmby  
(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that he/she is  
President, with  
(Title of Person Signing)

Pyramid Contractors, Inc.  
(Name of Bidding Organization)

and that all statements made and facts set out in the proposal for the above project are true and correct, and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise competitive bidding in connection with such bid or any contract which may result from its acceptance.

*Gavin T. Barmby* 11/15/2016  
(Signature of Authorized Person with Bidding Entity) Date

Affiliate further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 15th day of November, 2016.

Lauri A. Mazigian  
Notary Public

My commission expires 12-12-19





PYRAMID CONTRACTORS, INC.  
EQUIP SCHEDULE

UPDATED: 5/22/2012

Equip ID No.	Equipment Description	Serial/VIN#	Purchase Price
123	1987 Freightliner 4000 Gal. Wtr Trk	2FUYYRYBXHV302497	\$10,500
124	1985 Kenworth 4000 Gal. Wtr Trk	K327665	\$10,000
125	1996 Mack Water Truck	1M1AA14Y4YW057553	\$27,383
129	2000 International 400 Grease Truck	1HTSCAAN5YH286217	\$15,000
130	1994 Ford Dump Truck	1FTXR82E0RVA51803	\$10,000
131	1988 Ford Dump Truck	2FDKF38G6JCB53191	\$6,500
133	1995 KW Dump Truck	2NKDLA0XXSM684961	\$45,000
134	1990 Kenworth Truck	1NKDL29X3LJ548494	\$45,000
135	1999 Peterbilt	461557	\$42,500
139	2002 Peterbilt Extended Hood Daycab Tractor	1XP5DU9X12D587272	\$71,000
140	2001 Peterbilt Extended Hood Dump Truck	1NP5XU0X51N569655	\$76,000
142	2003 Peterbilt DayCab 379	1XP5DU9X93D587277	\$71,000
143	2003 Peterbilt DayCab 379	1XP5DU9X73D593918	\$71,000
145	2001 Peterbilt Fuel Truck	2NPNHZ7X31M568813	\$75,000
146	Ford L8000 T/A Tree Spade Truck	1FDYW82A2HVA62483	\$11,000
147	2001 Ford F550 XLT Crew Cab 4 x 4	1FDAW57F91EC23390	\$16,000
148	2006 Peterbilt 357 Tri/A Dumpt Truck	1NPALBOX16DB85243	\$65,000
153	2004 Mack/2003 Schwing Pump Truck (Concrete)	1M2K197CX4M023564	\$165,000
202	American 4460 Trk Crane (40 Ton)	GS18221W	\$44,478
204	1979 Lima Model 990TC Trk Crane (90 Ton)	739B107/1978751A471	\$134,200
206	1981 Link-Belt Crane HC238B (150 Ton)	22H11395C	\$285,539
208	1994 Simon-RO Truck Crane TC3874	14016/1FDZU82E1RUA46662	\$90,909
210	1999 Sterling 8557 Tractor MTD w/21 Ton Crane	2FWYKXYB8XAA81150	\$98,947
214	2003 Sterling Truck w/Terex TC4792 Boom	2FZHATAK03AK73470	\$120,000
216	2002 Link Belt Crane - Model LS138H II	H7J3-6288	\$470,000
302	Case 580SK Extendahoe	JJG0183636	\$50,815
304	2000 Ditch Witch 3700DD 4x4 Trencher	3T0994	\$17,500
305	1998 Komatsu PC220LC-6K Excavator	A83578	\$125,000
307	Komatsu PC220LC-7 Excavator (2003)	A86314	\$192,604
308	2004 Komatsu PC300LC-7 Excavator	A85905	\$228,464
313	2004 Komatsu PC300LC Excavator	A85878	\$238,228
315	2005 Komatsu PC300LC-7 Excavator	A86459	\$251,667
317	2006 Komatsu PC300LC-7 Hydr Excavator	A87020	\$247,800
319	2006 Komatsu PC300LC-7 Hydr Excavator	A88113	\$227,230
321	2006 Komatsu Hydr Excavator PC78MR06	2466	\$70,000
322	2008 Komatsu PC300LC-7 Hydr Excavator	50205 W/bucket RH96905	\$214,000
323	2008 Komatsu 400 LC-7EO Hydr Excavator	A87687	\$256,033

PYRAMID CONTRACTORS, INC.  
EQUIP SCHEDULE

UPDATED: 5/22/2012

Equip ID No.	Equipment Description	Serial/VIN#	Purchase Price
324	Bucket for PC300 54XD	RH96078	\$8,604
325	2007 Komatsu-&-Leo Hydr Excavator	A88682	\$123,150
326	2006 Komatsu PC220 LC-7 Hydraulic Excavator	A86957	\$119,500
327	ESCO 48" Bucket	RH96040	\$3,584
407	2005Komatsu HM400-IL6x6 Articulated Dump Tk	HMTHM004H54A10032	\$130,000
408	2005Komatsu HM400-IL6x6 Articulated Dump Tk	KMTHM004K54A10040	\$130,000
501	1993 Komatsu D31E-20	42112	\$27,563
505	Komatsu D65EX Dozer	62897	\$128,000
506	Cat D6C Dozer	10K4369EEDS	\$20,000
507	87 Komatsu D37E Dozer	1698	\$15,000
509	Used Komatsu D41-E6 Crawler Dozer	B30246	\$77,312
510	2009 Komatsu D51 EX-22 Crawler Dozer	B10031	\$113,000
604	1996 Case 1845C Loader	192878	\$10,000
607	Gehl CT 70 Track Loader	21402467	\$51,800
608	1998 Case 1845C Loader	JAF0225183	\$16,000
609	Gehl Track Loader CTL60	21303260	\$42,528
610	89 Dresser 530 Wheel Loader	76558	\$30,000
612	85 Kobelco LK500 Wheel Loader	RMO01442	\$25,390
614	2003 Komatsu WA180-3 Wheel Loader	A80603	\$66,000
616	2005 Wheel Loader	65166	\$110,000
618	2005 Wheel Loader WA250L-5	70257	\$112,527
622	Gehl Turbo Skid, Model 5640ET	05640L00507502C	\$25,515
622	Bucket for Gehl Turbo Skid, Model BKT68E-LP	D026228	
623	CAT 963CLGP Crawler Loader	2DS03009	\$126,606
624	2008 Case Model 430 Uniloader	N7M461306	\$35,050
625	2008 Case 430 Uniloader	N8482236	\$35,050
626	Gehl Turbo Skidsteer, Model 6640 82 HP	06640A00805540C	\$27,346
627	CAT 963CLGP Crawler Loader	2DS01929	\$123,900
628	2002 CAT 966G Series II Wheel Loader	CAT0966GKAXJ00699	\$90,000

PYRAMID CONTRACTORS, INC.  
EQUIP SCHEDULE

UPDATED: 5/22/2012

Equip ID No.	Equipment Description	Serial/VIN#	Purchase Price
702	Street Sweeper, 172 CID Ford	2H7121	\$5,000
703	CMI 225B Trimmer	55193	\$44,180
715	2007 Broce Broom	22K04709	\$25,000
709	CAT 615CII Scraper	9XG00356	\$122,987
710	CAT 140H VHP Motor Grader	22K00883	\$109,600
716	2007 CAT 140H Motor Grader	22K05517	\$138,000
802	Cat 48" Raygo Sheepfoot Compactor	37B461	\$10,000
803	1993 Cat 815B Compactor	17201514	\$185,200
804	1997 Dynapak 48" Sheepfoot Compactor	60410207	\$20,000
805	BOMAG 141AD Smooth Drum Roller	101490040192	\$48,000
806	Bomag BW 213PDH3 Compactor	BW213 101580241097	\$53,471
807	Cat 815 Compactor	91P1731	\$40,000
809	Bomag BW120AD-3 Roller	101170516540	\$25,752
810	Bomag BW120AD-3 Roller	101170519492	\$22,500
811	Bomag BW161AD-3 Roller	101640521001	\$55,800
901	Bidwell Bridge Deck Finisher	BR362026985	\$23,000
902	2006 Bidwell Bridge Deck Finisher (Model B3600)	B3600-354-2006	\$100,364
903	Komatsu FG25T-6 5,000 lb, Forklift	144867-A	\$7,000
904	Simon 2548 Scissorlift	EGB00373	\$6,000
905	Komatsu FG30G 6,000 lb. Forklift	290231-AX	\$6,000
910	S60 Genie Boom Lift	13201	\$68,206
911	S65 Genie Boom Lift	12024	\$62,863
912	S65 Genie Boom Lift	12015	\$66,463
913	S65 Genie Boom Lift	15118	\$56,000
914	Blaw Knox PF500 Crawler Asphalt Paver	5001903	\$10,000
915	Genie S-60 Boom Lift	13349	\$ 65,172
916	Genie S-60 Boom Lift	13566	\$ 65,913
1001	Gorman Rupp 6" Water Pump		\$8,000
1002	Sullaire 375 Air Compressor	004-132550	\$12,903
1003	Amlida SL4000 Lite Tower	9303-18793	\$4,542
1004	Sullaire 185 Air Compressor	108558	\$6,000
1005	Vermeer Chipper Model BC1800A	1297	\$24,000
1006	93 Sullaire 1100 Air Compressor	111704	\$30,000
1007	Miller 251D Portable Blg Blue Welder	KG036783	

PYRAMID CONTRACTORS, INC.  
EQUIP SCHEDULE

UPDATED: 5/22/2012

Equip ID No.	Equipment Description	Serial/VIN#	Purchase Price
1008	Miller 400D <del>Portable</del> Big Blue Welder	KJ224878	
1009	Miller 500D Portable Big Blue Welder	KF906988	
1010	2005 Sullaire 185HDPQJD Compressor	004-144340	\$10,405
1011	Amida AL4060D Lite Tower	0208-75975	\$4,420
1012	Amida AL4060D Lite Tower	0208-75987	\$4,400
1013	Amida AL4060D Lite Tower	0207-75802	\$4,490
1014	PT3A Pump	5603059	
1015	PT2A Pump	57181856	
1016	PTSU2 Trash Pump	5769097	
1017	Sullivan Palatek 210CFM Air Compressor	26798	\$9,780
1101	1999 Doonan Drop Deck Trailer	1D9BG5021X1208361	\$26,900
1103	01 A-1 Custom Towmaster T/A Utility Trailer	5HNFS162511000336	\$2,750
1104	85 CZEN Trailer	CZ09278508	\$3,500
1105	Red Float Trailer		
1109	1994 Wilson Aluminum Red Float Trailer	307125	\$4,500
1110	60' Stretch Trula	1AZBR2D3761017482	
1111	2007 Cronkhite Trailer	47335212471000273	
1112	2004MTM 7 Ton Equipment Trailer	1M9BU20224N631252	\$4,040
1113	1989 Transcraft Equipment Trailer - Hiboy	1TTF48206K1033113	\$4,848
1121	Van Tool Trailer	SF204266	
1122	Van Tool Trailer	BR549	
1127	2005 Office/Job Site Trailer	510798	
1135	2004 Trail King 26' End Dump Trailer	1TKFT28224M105245	\$33,320
1137	2004 Trail King 26' Dump Trailer	1TKFT28224M105247	\$33,320
1141	2007 Trailking Belly Dump	1TKSC40227W124568	\$41,066
1142	2007 Trailking Belly Dump	1TKSC40247W124569	\$41,066
1143	2007 Trailking Belly Dump	1TKSC40207W124570	\$41,066
1144	2008 Trail King End Dump Trailer; Model TKSHRQ26	1TKFT28289M075482	\$50,555
1170	2005 Office/Job Site Trailer	0510799	
1171	12' Trailer, Model 510E, White Color, Wedge Tail	473B3161881000211	\$2,484
1172	2003 Doolittle 14ft T/A Enclosed Equipment Trailer	1DGCS14293M053162	\$3,500
1174	2008 Terax/Load King 50T Tri/A Lowboy w/Aux	127477 / GLK5335481027068	\$42,500
1176	2002 Trail King Trailer	1TKJ053372M040586	\$18,500
1370	Survey Equipment - Robotic Total Station		\$18,422
1371	RTK GPS (Receivers, crest 35W Radio) - Survey	11-2421; 251-3349; 02153651	\$20,000

PYRAMID CONTRACTORS, INC.  
EQUIP SCHEDULE

UPDATED: 5/22/2012

<b>Equip ID No.</b>	<b>Equipment Description</b>	<b>Serial/VIN#</b>	<b>Purchase Price</b>
1301	NPK 12X Hydraulic Breaker	GQ0073	\$28,150
1302	NPK 16X Hydraulic Hammer	43769	\$38,038
1303	Eskridge #R76BA54F035 Hydraulic Drill	25668	
1304	Eskridge #755132F53R Hydraulic Drill	24775	\$7,500
1305	Hydraulic Hammer NPK H16X	MRN33992	\$10,581
1306	Hydraulic Hammer NPK GH-12	80027	\$45,000
			<b>\$8,102,737</b>

**LIST OF CONTRACTS ON HAND**

<b>Location</b>	<b>Type of Work / Contracting Agency</b>	<b>Contract Price</b>	<b>Date</b>	<b>% Complete</b>
Olathe	Bridge, Paving / Olathe	\$13,155,610.10	9/30/15	64%
Olathe	Bridge, Block Walls / Olathe	\$3,039,062.50	9/1/15	96%
Johnson County	Bridge, Paving / KDOT	\$2,999,445.95	1/20/16	75%
Mission Hills	Bridge, Channel / Mission Hills	\$2,081,095.50	3/2/16	30%
Merriam	Paving, Block Walls / Merriam	\$1,553,547.50	5/10/16	16%
Olathe	Bridge, Paving / Olathe	\$4,400,214.56	5/26/16	6%
Johnson County	Pedestrian Bridges, Trail / KDOT	\$2,346,348.30	6/22/16	1%

Attach additional sheets as required.

**AFFIDAVIT**

Comes now Gavin T. Barmby of the  
*Printed Name of Affiant*

Pyramid Contractors, Inc.  
*Name of Bidding Entity*

and upon his/her oath states that in connection with the bid for  
Little Blue Trace Trail Extension - Phase 1  
*Name of Project Being Bid Upon*

that he/she has neither promised or paid any money in connection with the securing of this contract, and that no proceeds from the construction of the said project have been promised or will be paid to any individual or corporation. This affidavit is not construed to include payments for actual labor or materials furnished.

Further, Affiant saith not.

*Gavin T. Barmby*  
*Signature of Affiant*

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,  
this 15th day of November, 2016.

*Lauri A. Manigian*  
*Notary Public*

My commission expires 12-12-19



ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Kansas  
COUNTY OF Johnson }

On the 15th day of November, 2016, before me appeared Gavin T. Bamby  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable, of making this affidavit, and personally verify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the county to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the President of Pyramid Contractors, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jackson County Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jackson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Gavin T. Bamby  
Affiant Signature

Subscribed and sworn to before me Olathe, KS, the day and year first above-written.  
city (or county) state

Lauri Mazigian  
Notary Public

My commission expires: 12/12/19

AF-2



## **TAX CLEARANCE REQUIRED**

**No person, firm, or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm, or corporation is duly listed and assessed on the County tax rolls and is in no way delinquent on any taxes payable to the County.**

**Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Purchasing Manager shall cause a search to be made of the County tax rolls to determine the eligibility of that person, firm, or corporation under this section.**

**When the lowest responsible bidder is ineligible under this section, the Purchasing Manager may notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, the Purchasing Manager shall proceed as though the lowest responsible bidder who is eligible under this section had entered the lowest bid.**

LITTLE BLUE TRACE TRAIL EXTENSION - PHASE 1

COUNTY PROJECT # 3208  
COUNTY BID NO. PW-11-2016

Clerk of the Legislature  
Jackson County Courthouse  
306 West Kansas Avenue  
Independence, Missouri 64050

Gentlemen:

I do hereby certify that year 2015 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of \$ N/A. I further certify that assessment returns as required by law for year 2016 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.

  
Authorized Signature of Bidder

President  
Title

For:  
Pyramid Contractors, Inc.  
Company Name

795 W. Ironwood  
Street Address

Olathe, Kansas 66061  
City, State & Zip

(913) 764-6225  
Telephone #

Federal I.D. # 36-3952301

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,  
this 15th day of Novemeber, 2016.

  
Notary Public

My commission expires 12/12/19



## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor's attention is directed to Chapter 296, Section 296.010 to Section 296.070, inclusive, Revised Statutes of Missouri, "Discriminatory Employment Practices," including the latest amendments thereto, and to the Jackson County Ordinances, adopted by Ordinance Nos. 11, 479, and 1068, which provide in part, as follows:

"All contracts for labor services, supplies, and construction wherein Jackson County is a party, whether negotiated or formally advertised, shall contain a nondiscrimination in employment clause which shall provide that the contractor in the performance of the contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Actions of the contractor shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."

The Contractor agrees to comply in all respects with all statutory provisions and the County Ordinances.

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Pyramid Contractors, Inc.

Will subcontractors be used to complete the work?  Yes  No

If yes, complete this form and submit it with your bid.

Subcontractor No. 1

Name: Jessie's Quality Concrete Construction Co., Inc.

Address: P.O. Box 860200

City & Zip Code: Shawnee, Kansas 66286

Telephone No: (913) 441-0697

Fax No: (913) 441-8930

Description of work to be performed (Include Bid Item Number, and Bid Item):

7. 8" Concrete Pavement, 8. 6" Concrete Trail w/Fiber Reinforcement, 9. 6" Concrete Parking Lot  
 10. ADA Pavers, 301. 6" Concrete Trail w/Fiber Reinforcement

Dollar Amount	\$ 305,436.70	MBE x	WBE	DBE	Certif. Agency	City of Kansas City
---------------	---------------	----------	-----	-----	----------------	---------------------

Subcontractor No. 2

Name: Pine Valley Contracting Inc.

Address: 16540 Sunvalley Lane

City & Zip Code: Savannah, Mo 64485

Telephone No: (816) 324-3772

Fax No: (816) 324-5739

Description of work to be performed (include Bid Item Number, and Bid Item):

6. Silt Fence, 20. Seeding w/ Straw Mat, 21. Fescue Sodding, 22. October Glory Maple 1" Caliper  
 23. Shingle White Oak, 24. Swamp White Oak, 104. Silt Fence, 107. Seeding and Straw Mat  
 204. Silt Fence, 207. Seeding and Straw Mat

Dollar Amount	\$ 75,261.37	MBE	WBE x	DBE	Certif. Agency	MoDOT
---------------	--------------	-----	----------	-----	----------------	-------

(List of Subcontractors Continued)

Subcontractor No. 3

Name: Gun-Ko Traffic Control

Address: 901 W. Ironwood

City & Zip Code: Olathe, KS 66061

Telephone No: (913) 764-4540 Fax No: (913) 780-5274

Description of work to be performed (include Bid Item Number, and Bid Item):

1. Mobilization (Traffic Control), 14. Paint, White 4" Wide, 18. Signage, R7-8,  
19. Signage, R-78 Mod Van

Dollar Amount	\$ 7,352.60	MBE	WBE	DBE	Certif. Agency	
---------------	-------------	-----	-----	-----	----------------	--

Subcontractor No. 4

Name: Premier Fence KC

Address: 13400 S Outer Belt Road

City & Zip Code: Lone Jack, MO 64070

Telephone No: (816) 283-3800 Fax No: (816) 697-2051

Description of work to be performed (include Bid Item Number, and Bid Item):

15. Round Rail Fence, 16. Access Control Swing Gate, 17. Relocate Metal Access Gate  
106. 48" Black Vinyl Chainlink Fence

Dollar Amount	\$ 22,795.25	MBE	WBE	DBE	Certif. Agency	
---------------	--------------	-----	-----	-----	----------------	--

# Certificate of Compliance

ISSUED TO:  
**Pyramid Contractors, Inc.**

Whose Affirmative Action Program has been reviewed and found to be in compliance with Chapter 6, Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2016

*Tom Wysocki*  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

JACKSON COUNTY, MISSOURI  
CONTRACTOR UTILIZATION PLAN

Invitation to Bid Number: County Project # 3208 County Bid No. PW-11-2016  
Invitation to Bid Title: Little Blue Trace Trail Extension - Phase 1  
Contracting Department: Jackson County  
Bidder: Pyramid Contractors, Inc.  
I, Gavin T. Barmby, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the Bid.
2. The bid goals set by Jackson County, Missouri are: 5 % MBE and 5 % WBE and 5 % VBE. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE participation in the above bid:

Bidder Participation: 27 % MBE 7 % WBE 0 % VBE

Total MBE Contract Value: \$ 305,436.70

Total WBE Contract Value: \$ 75,261.37

Total VBE Contract Value: \$ 000,000.00

Total Contract Value \$ 000,000.00

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above named bid. Bidder maintains that it either has a formal contract or a conditional contract contingent upon approval of Jackson County's acceptance of bid with the named firms below.
4. Please note:
  - a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
  - b. No contractor may be listed under multiple categories below regardless of certifications.

**LITTLE BLUE TRACE TRAIL EXTENSION – PHASE 1**

**COUNTY PROJECT # 3208  
COUNTY BID NO. PW-11-2016**

No.	Description	Bidder Response:
a.	MBE Firm:	Jessie's Quality Concrete Construction Co., Inc.
	Address line 1:	P.O. Box 860200
	Address line 2 – including County:	Shawnee, Kansas 66286
	Telephone Number:	(913) 441-0697
	President/Owner:	Jessie Sanchez
	Email Address:	jqcco@aol.com
	Certifying Agency:	City of Kansas City
	Expiration Date of Certification:	Unknown
	Scopes of Work Utilized:	Pavement and Parking Lot
	Contract Value:	\$305,436.70
b.	MBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	MBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
	<b>Add Additional Pages as Necessary</b>	

	Description	
a.	WBE Firm:	Pine Valley Contracting Inc.
	Address line 1:	16540 Sunvalley Lane
	Address line 2 – including County:	Savannah, Mo 64485
	Telephone Number:	(816) 324-3772
	President/Owner:	Pamela Kirkpatrick
	Email Address:	pmkirk@centurytel.net
	Certifying Agency:	MoDOT
	Expiration Date of Certification:	Unknown
	Scopes of Work Utilized:	Landscaping and Erosion Control
	Contract Value:	\$75,261.37
b.	WBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	WBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
	<b>Add Additional Pages as Necessary</b>	
	Description	

	Description	
a.	VBE Firm	
	Address line 1	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
b.	VBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	VBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
	Add Additional Pages as Necessary	

Bidder acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder participation. Bidder further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the approved participation.

If Bidder has not achieved both the MBE/WBE/VBE goal(s) set forth for this Bid, Bidder hereby requests a waiver or modification of the MBE and/or WBE and/or VBE goal(s) that the Bidder has failed to achieve.

Bidder will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by Jackson County, Missouri.

I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder named below and who shall abide by the terms set forth herein:

Bidder Primary Contact: Gavin T. Barmby



Title: President

Date: 11/15/2016

Subscribed and sworn to before me this 15th day of November, 2016.

My Commission Expires: 12/12/17

Lauri Mazigian  
Notary Public

(Attach corporate seal if applicable)



For questions on this form please contact:

Tom Wyrch  
Director of Compliance Review Office  
816-881-3302  
[twyrch@jacksongov.org](mailto:twyrch@jacksongov.org)

**OSHA TEN HOUR TRAINING REQUIREMENTS:**

Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

The undersigned bidder hereby certifies:

**OSHA 10 CARD CERTIFICATION**

The undersigned bidder hereby certifies and acknowledges receipt of OSHA 10 Card(s) as the contractor and for the subcontractor(s) of this project. Copies of the card(s) shall be provided to Jackson County, MO. to be reviewed by the Compliance Review Office.

  
Authorized Signature of Bidder

Pyramid Contractors, Inc.  
Company Name

11/15/2016  
Date

**Brian P. Nowotny**

---

**From:** Thomas J. Wyrsh  
**Sent:** Monday, November 21, 2016 11:03 AM  
**To:** Christopher C. Jenkins  
**Cc:** Brian P. Nowotny  
**Subject:** RE: MBE-WBE-VBE by Pyramid Contractors Inc

The CRO has reviewed the CUP from Pyramid Contractors and found that both the MBE and WBE are Certified by Kansas City, Missouri. The CRO also finds that the amounts set for goals are acceptable on this. Once this passes the legislature then the CRO will contact Pyramid to inform them of the record keeping process. If you have any questions please let us know. Thanks.

**From:** Christopher C. Jenkins  
**Sent:** Friday, November 18, 2016 2:44 PM  
**To:** Thomas J. Wyrsh  
**Cc:** Brian P. Nowotny  
**Subject:** MBE-WBE-VBE by Pyramid Contractors Inc

Good afternoon Tom,

Could you please review the attached MBE-WBE-VBE forms from Pyramid Contractors Inc for the Little Blue Trace Trail Extension, Phase 1, project #3208?

Thank you,

Chris Jenkins  
Civil Engineer I, Project Manager, Subdivision Reviewer  
Jackson County Public Works  
Engineering Division  
303 W Walnut  
Independence, MO. 64050

Direct Line: (816) 881-4429  
Cell #: (816) 810-1008  
Fax # for Eng Div: (816) 881-1700





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

**A RESOLUTION** transferring \$182,240.00 within the 2016 Assessment Fund and awarding a twelve-month contract with one twelve-month option to extend on Request for Proposals 72-16 for the furnishing of oblique photography services for use by the Assessment and GIS Departments to the Sanborn Map Company, Inc., of Colorado Springs, CO, at a cost to the County in 2016 not to exceed \$182,240.00.

**RESOLUTION NO. 19330**, December 5, 2016

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, by Request for Proposals (RFP) No. 72-16, the Director of Finance and Purchasing did solicit proposals for the furnishing of oblique photography services for use by the Assessment and GIS Departments; and,

WHEREAS, oblique photography is a multi-camera aerial photography system that allows for creation of 3D images to enhance the perspective of structures to allow greater functionality for geographic and assessment purposes; and,

WHEREAS, the Director distributed seventeen notifications and received three responses thereon, as follows:

<b><u>RESPONDER</u></b>	<b><u>POINTS</u></b>
Sanborn Map Company, Inc. Colorado Springs, CO	9.1
Pictometry Rochester, NY	7.9
Fugro Rapid City, SD	7.7

and,

WHEREAS, the proposals submitted were evaluated on the basis of qualifications, experience, and pricing; and,

WHEREAS, following evaluation of the proposals, the Director of Finance and Purchasing has recommended the award of a twelve-month contract with one twelve-month option to extend for these services to Sanborn Map Company, Inc., of Colorado Springs, CO; and,

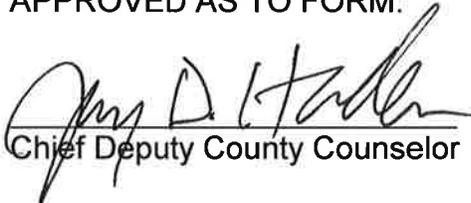
WHEREAS, the Director of Finance and Purchasing recommends that the award be made pursuant to section 1054.6 of the Jackson County Code, 1984, to Sanborn, at a cost to the County for 2016 not to exceed \$182,240.00, with future years' funding subject to appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute for the County an Agreement with Sanborn, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract and extensions thereto.

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. 19330 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of 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: 045 4500 56661  
ACCOUNT TITLE: Assessment Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$182,240.00

Funding for future years is subject to annual appropriation in the County's then current budget.

  
Date

  
Chief Financial Officer

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19330

Sponsor(s): Dennis Waits

Date: December 5, 2016

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a contract for the furnishing of oblique photography services for use by the Jackson County Assessment and GIS departments at total cost to the County not to exceed \$182,240.</u></p>																								
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$182,240</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$182,240</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$211,498</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number;</td> </tr> <tr> <td style="width:50%;">                     FROM                      Assessment Fund, Non-Departmental Assessment, Software Purchases                      045-4500-56661                 </td> <td style="width:50%;">                     TO                      Assessment Fund, Non-Departmental Assessment, Other Contractual Services                      045-4500-56790                 </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 type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department:                      Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$182,240	Amount previously authorized this fiscal year:	\$00	Total amount authorized after this legislative action:	\$182,240	Amount budgeted for this item * (including transfers):	\$211,498	Source of funding (name of fund) and account code number;		FROM Assessment Fund, Non-Departmental Assessment, Software Purchases 045-4500-56661	TO Assessment Fund, Non-Departmental Assessment, Other Contractual Services 045-4500-56790												
Amount authorized by this legislation this fiscal year:	\$182,240																								
Amount previously authorized this fiscal year:	\$00																								
Total amount authorized after this legislative action:	\$182,240																								
Amount budgeted for this item * (including transfers):	\$211,498																								
Source of funding (name of fund) and account code number;																									
FROM Assessment Fund, Non-Departmental Assessment, Software Purchases 045-4500-56661	TO Assessment Fund, Non-Departmental Assessment, Other Contractual Services 045-4500-56790																								
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Lisa Honn, Senior Administrative Manager, 816-881-3333</p>																								
REQUEST SUMMARY	<p>On 10/17/16, Jackson County Department Finance and Purchasing issued RFP No. 72-16 for oblique photography services on behalf of the Assessment and GIS Departments. On 11/7/16, 3 responses were received and reviewed in accordance with Jackson County Code, Chapter 10, Section 1050, Formal Competitive Bid Procedure. Proposals were reviewed based on firm experience (30%), past performance (20%) and pricing (50%). The 3 responses were scored as follows:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Vendor</th> <th>HQ location</th> <th>Experience (30%)</th> <th>Performance (20%)</th> <th>Pricing (50%)</th> <th>Total Score</th> </tr> </thead> <tbody> <tr> <td>Fugro</td> <td>Rapid City, SD</td> <td>7.6</td> <td>8.8</td> <td>7.25</td> <td>7.7</td> </tr> <tr> <td>Sanborn</td> <td>Colorado Springs, CO</td> <td>8</td> <td>9</td> <td>9.75</td> <td>9.1</td> </tr> <tr> <td>Pictometry</td> <td>Rochester, NY</td> <td>9.2</td> <td>9.2</td> <td>6.5</td> <td>7.9</td> </tr> </tbody> </table> <p>Based on a thorough review of all respondents and committee scores, the review committee selected Sanborn as the winning vendor for this RFP.</p>	Vendor	HQ location	Experience (30%)	Performance (20%)	Pricing (50%)	Total Score	Fugro	Rapid City, SD	7.6	8.8	7.25	7.7	Sanborn	Colorado Springs, CO	8	9	9.75	9.1	Pictometry	Rochester, NY	9.2	9.2	6.5	7.9
Vendor	HQ location	Experience (30%)	Performance (20%)	Pricing (50%)	Total Score																				
Fugro	Rapid City, SD	7.6	8.8	7.25	7.7																				
Sanborn	Colorado Springs, CO	8	9	9.75	9.1																				
Pictometry	Rochester, NY	9.2	9.2	6.5	7.9																				

	<p>Aerial photography has a long history of being employed for assessment purposes due to some of its main advantages, including large area imaging from above and minimization of field work. Oblique photographs, multi-camera aerial systems, capture not only the conventional nadir views, but also tilted images at the same time. Therefore, oblique imagery allows for the inspection of a building from four cardinal directions by using monoplotting functionalities. The developed application for viewing oblique images allows to measure building height and distances and to digitize man-made structures, creating 3D surfaces and building models. The resulting image allows for the identification of a building from several oblique points of views, as well as the calculation of the approximate height of buildings, ground distances and basic vectorization. For the Assessment Department, this will reduce the amount of time necessary for staff to be in the field and provide them the tools necessary for providing accurate descriptions and measurements. For GIS, this will move them in the direction of providing 3D representation of structures that will be potentially beneficial to Public Works, Emergency Management and Law Enforcement.</p>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	<ol style="list-style-type: none"> <li>1. Memo – RFP Review Committee selection</li> <li>2. RFP Review committee combined scores</li> <li>3. Sanborn pricing sheet</li> <li>4. Sanborn RFP proposal pages 53-74, 83-90</li> </ol>	
REVIEW	Department Director: <i>Robert D. Murphy</i> Finance (Budget Approval): <i>If applicable</i> Division Manager: <i>Marylou Brown</i> County Counselor's Office:	Date: <i>Nov 29, 2016</i> Date: <i>11/29/16</i> Date: <i>12/1/16</i> 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.

**Fiscal Note:  
Jackson County, Missouri**

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

Date: November 29, 2016 PC# \_\_\_\_\_

RES # 19330

Department / Division	Character/Description	From	To
<b>Assessment Fund - 045</b>			
4500 - NonDepartmental	56661 - Software Purchases	\$ 182,240	\$ -
4500 - NonDepartmental	56790 - Other Contractual Services		182,240
		\$ 182,240	\$ 182,240

 11/29/16  
Budgeting

# Memo

**To:** Kyle Brack, Senior Buyer

**From:** Lisa Honn, Senior Administrative Manager



**Date:** November 23, 2016

**Re:** RFP No. 72-16 Evaluation

---

RFP No. 72-16, for oblique photography services, was electronically posted to our online bidding opportunities on Oct. 17, 2016 by the Jackson County Purchasing Division. It remained posted until Nov. 4, 2016. A total of 3 responses were received by the Purchasing Division and reviewed by committee.

The committee consisted of myself, 1 GIS staff, 2 IT staff and 2 Assessment staff. The three proposals were from Fugro Geospatial, Sanborn and Pictometry International. They were reviewed and scored on the following criteria:

1. Firm experience - 30%
2. Past performance – 20%
3. Pricing – 50%

On a scale of 1 through 10, 10 being the best, Fugro received 7.7, Sanborn received 9.1 and Pictometry received 7.9. Based on the careful evaluation and scoring of each proposal, this committee recommends Sanborn as the best response to meet the County's needs. The process followed is consistent with Jackson County Code, Chapter 10, Section 1050, Formal Competitive Bid Procedure.



REQUEST FOR PROPOSAL 72-16 Evaluation Matrix  
 RFP NAME: Oblique Photography Services  
 DEPARTMENT NAME: GIS & Assessment

No	Respondent	Firm Experience	Past Performance <small>(references considered)</small>	Ability-to-Perform <small>(JC Code, Ch 10, Para-1054.7-considered)</small>	Additional Services	Pricing	Total Score
		30%	20%	0%	0%	50%	
1	Pictometry International	9.2	9.2			6.5	7.9
2	Fugro Geospatial	7.6	8.8			7.25	7.7
3	Sanborn	8	9			9.75	9.1
4							0.0
5							0.0

**COMMENTS: TOTAL SCORES**

**How to utilize Matrix:**

1. Assign score 1-10 (1 is lowest, 10 is highest) for each criterion for each vendor.
2. Raw scores are automatically computed into a weighted Total Score.

*Sanborn*

IX. **PROPOSED COST**

- A. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the County.
- B. Total price shall include all costs (including, but not limited to, travel, overhead and other incidental expenses) to provide services and deliverables identified in the Scope of Work in the Request for Proposal.

Pricing Items & Categories	Price
1) High resolution oblique – County-wide (outlined in sec. IV)	\$ 152,740
2) Medium resolution oblique - County-wide (outlined in sec. IV)	\$ 91,606
3) Low resolution oblique – County-wide (outlined in sec. IV)	\$ 72,703
	\$
4) Image Viewing Software and Licenses	\$ 14,500
5) Maintenance & Support - Annual	\$ 2,900
6) Software Options and cost Change Detection	\$ 11,264
Change Detection viewing software on cloud	\$ 5,000
7) Other costs or expenses: Orthos from 3 inch flight	\$ 88,339
Orthos from 6 inch flight	\$ 35,587
Orthos from 9 inch flight	\$ 18,351
<b>Grand Total</b>	<b>\$</b>

Additionally, please note the \$2,900/year maintenance fee is not charged in year 1.

Sanborn can offer 3D Mesh at \$6,264.80.

Sanborn hosting of oblique data is \$500/month. *for 12 months = \$6,000*

Integration with other software packages is \$9,000.

*\$ 182,240*

## Section 8 – Technical Approach

The Sanborn oblique imagery solution provides users with digital, natural-color oblique aerial imagery of the earth's surface, taken from a nominally consistent altitude and oblique angle over the project area. Using the application software, users can have access to oblique views from the four cardinal directions, as well as a nadir (vertical) view, all fully georeferenced, of any location within the AOI. The viewer solution includes an ArcGIS plugin, as well as an optional browser-based standalone application that can be integrated with other enterprise applications. Sanborn's oblique solution provides aerial triangulated oblique imagery for all 5 views that can be used for precision relative measurement (3-pixel accuracy) to measure and analyze objects, as a background to overlay with other GIS data, and as source data for creating precision 3D models.

Sanborn has reviewed the County's Request for Proposal No. 72-16: Oblique Photography Services and is pleased to submit our technical proposal for this project. Our goals are to:

- Provide high quality, accurate, crisp, interpretable, as well as aesthetically pleasing imagery to the County.
- Provide a suite of software with viewing and analytical functions to assist you in extracting information to support your applications for tax assessment, planning and zoning, property records, parks, transportation planning, traffic and accident analysis, elections administration, public safety (police and fire), public utilities (water and sewer), economic development, public safety, and environmental and natural resource management.

This technical approach section describes in detail the following information:

- Summary and Overall Work Flow
- Acquisition Resources
- Sensor Technology & Accuracy Specifications
- Data Acquisition Planning and Execution
- Imagery Data Production
- Analyzing Change (3D Change Detection)
- Viewing Software
- IT Infrastructure
- Summary of Oblique Deliverables
- Estimated File Sizes
- Internal Quality Control Processes
- Optional and Alternate Proposals
- Proposed Schedule

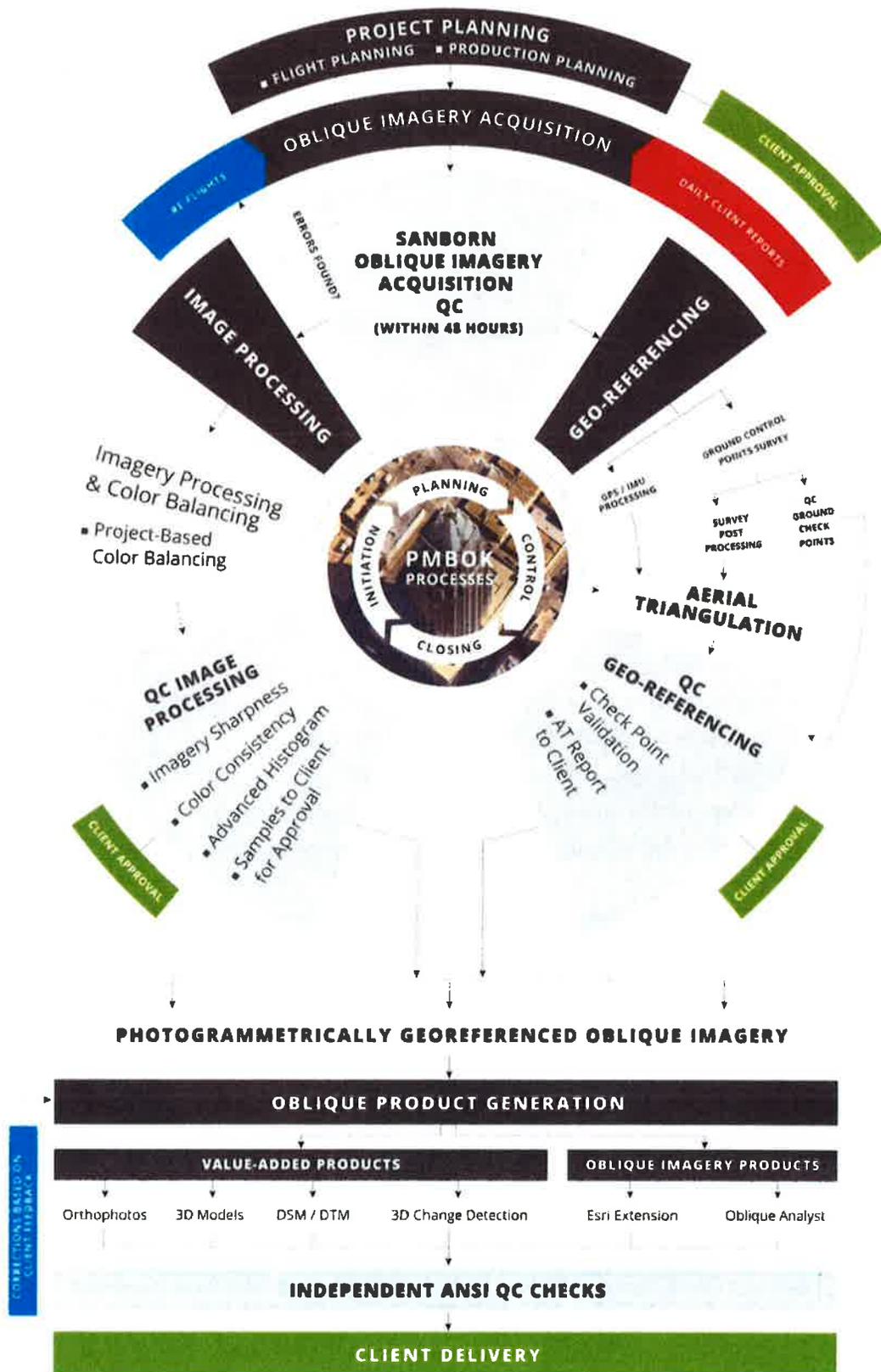
Each step within the production process includes details regarding Sanborn's Quality Assurance (QA)/Quality Control (QC) protocols. As a company with ISO-certified quality control procedures, Sanborn ensures the products provided to the County will adhere to high quality and accuracy standards. Each production phase is reviewed and accepted before proceeding to the next phase.

---

## Summary and Overall Workflow

Sanborn owns, operates and controls the entire workflow process that comprises a successful oblique product delivery to the customer. All the data acquisition is accomplished using aircraft and sensors owned by Sanborn, and all the end-to-end production workflow steps are performed in Sanborn's Colorado Springs production facility, with support provided as necessary by our branch locations. The major phases of an oblique project lifecycle are illustrated in the flowchart below:

## OBLIQUE IMAGERY PROCESS FLOW sanborn



- Pre-Acquisition Planning
  - Flight Plans
  - Control Plans
  - Coordination with air traffic control (ATC) and mission execution planning
- Data Acquisition
  - Imagery Acquisition
  - Ground Control Point Survey
  - Field Data QC
- Data Acquisition QC
  - Image Quality Validation
  - GPS-IMU/Raw Positioning Quality Validation
  - Re-flight Determination
- Geo-positioning
  - Process GPS-IMU
  - Process Survey Data
  - Aerial Triangulation
  - Control Point Checks
  - Accuracy Validation using independent check point survey data
- Image Enhancement and Color Balancing
  - Radiometric Enhancement of Images
  - Color Balancing
- Product Generation, Independent QC and Delivery
  - File Management and Metadata Preparation
  - Independent QA/QC of the data against client specifications
  - Delivery and Dissemination of final products in client-specified formats/platforms

## Acquisition Resources

Sanborn recognizes that one of the most critical phases of this program is acquisition of the aerial imagery. Timely collection of consistent, high quality aerial imagery and related data is the foundation for generating high quality oblique/nadir imagery and other derivative data products.



Our aerial team provides the following benefits to the County:

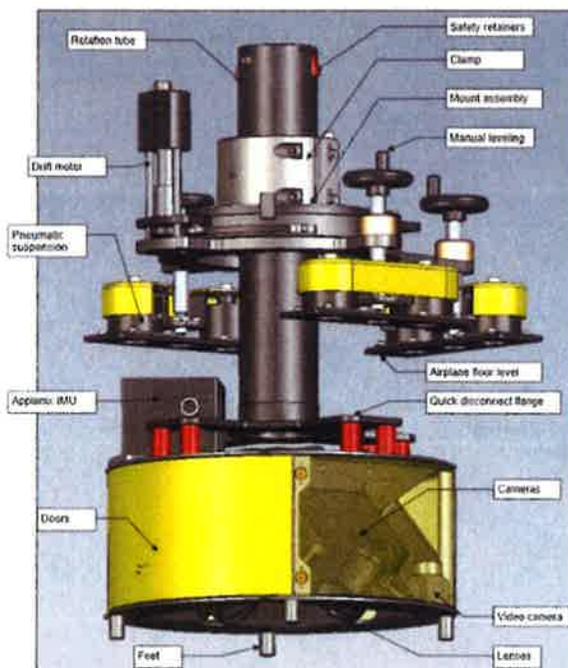
- Extensive, wholly-owned data acquisition resources to ensure collection within optimal windows of opportunity;
- A fleet of 8 aircraft, including high performance multi-engine and turbine-powered aircraft and one that is equipped with dual ports, capable of performing acquisition with multiple sensors;
- Four (4) oblique sensors, each of which collect imagery from 5 viewpoints

- AGPS/IMU units to collect photo center position and direct exterior orientation data for imagery; and,
- Aircrews and photographers with extensive experience in the State of Missouri and surrounding region.

## Sensor Technology & Accuracy Specifications

Sanborn proposes to utilize the Multi-camera Integrated Digital Acquisition System (MIDAS) oblique imagery sensor for data acquisition. Sanborn has fully implemented the MIDAS digital aerial camera technology and adapted our workflows to maximize the advantages of the system. Developed by Track'Air, this sensor consists of five (5) views created by four (4) cameras each tilted at 45 degrees and arrayed in 90 degree arcs around one (1) vertically mounted camera. The camera system is interfaced with a dedicated, computerized acquisition control system that collects precise position and orientation information for each image at the instant of exposure. The cameras employ laboratory calibrated lenses. The camera calibrations for each mission are further refined in the aerial triangulation process. Dedicated boresight calibration flights are conducted periodically to tune-up the calibration parameters.

The geo-referencing accuracy of the post Aerial Triangulation (AT) solution is better than 3 pixels individually in X, Y and Z directions. This is achieved by using the Sanborn Oblique Geo-referencing process, which is performed by running a combined bundle block adjustment of both nadir and oblique images in one integrated AT solution – a process that is unique in the industry.



Digital Camera Specifications (Nikon)	
Device and Type	Multi-cameras Integrated Digital Acquisition System (MIDAS)
Sensor Configuration	5 Nikon D800E DSLR Cameras
Bands and Registration	3 color channels (red, green, blue)
Calibration Information	Factory calibration
Oblique Viewing Angle	45 degrees
Focal Length	50mm Nadir, 85mm Oblique
Pixel Size	4.89 microns
CCD Dimensions	7360 x 4912 (36 megapixels)
Radiometric Resolution	8-bit in all channels (RGB)

## Data Acquisition Planning & Execution

### Flight Planning

Sanborn has designed the project so that all imagery is acquired during the hours of approximately 10:00am to 2:00pm, when the sun angle is at a minimum of 35 degrees, which helps to minimize shadows.

Sanborn will carefully plan all missions to ensure that the resulting data will be compliant with the requirements set for the project and will review our proposed flight and ground control plans with the County prior to mobilizing any field or airborne resources. Proposed plans will be provided to the County at least one (1) week prior to mobilization. The following table presents our proposed acquisition specifications for the project.

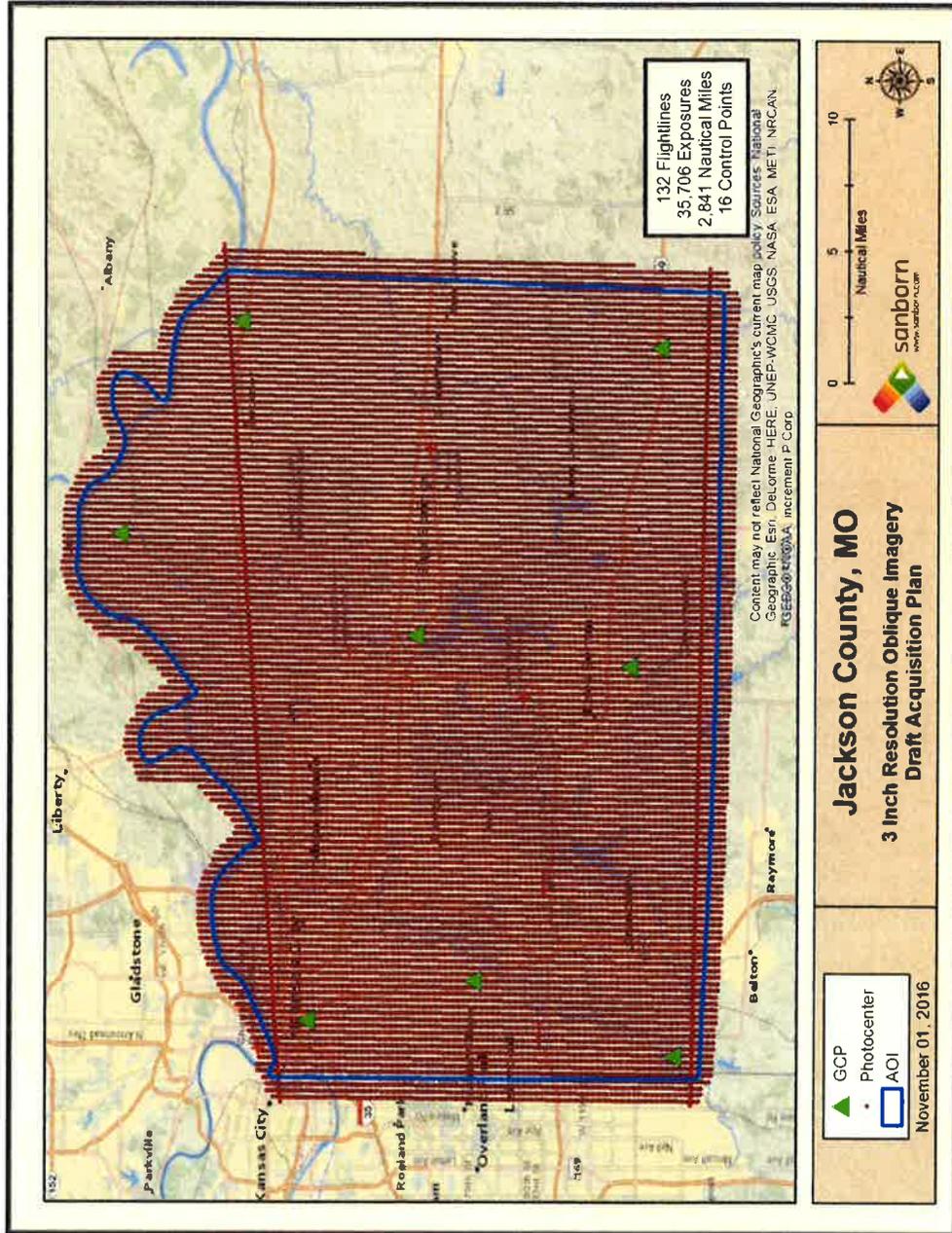
Imagery Acquisition Specifications			
GSD	3-inch	6-inch	9-inch
Proposed Sensor	Track'Air MiDAS 50/85	Track'Air MiDAS 50/85	Track'Air MiDAS 50/85
Focal Length	50mm Vertical 85mm Oblique	50mm Vertical 85mm Oblique	50mm Vertical 85mm Oblique
Flying Height Proposed	2,532' AGL	5,064' AGL	7,716' AGL
Aircraft Speed	130 kts	175 kts	175 kts
Sidelap	35%	35%	35%
Endlap	60%	60%	60%
Images Per Square Mile	318.8	89.1	44.1
Disk Space Per Square Mile	14.84 GB	4.15 GB	2.05 GB
Sensor Platform	Multi-Engine Fixed-Wing Aircraft		
Radiometry	3-band, 14-bit per channel RGB		
Acquisition Date	February, 2017, conditions permitting*		
Acquisition Time	~10am – 2pm		
Sun Angle	35 degrees or greater		
Conditions	Snow free, leaf off, no flooding. No clouds, cloud shadows, haze, smoke, precipitation, or other ground obscuring conditions on more than 5% of imagery. Winds calm.		
* Please note that the County has set impossible specifications for the acquisition. The requirement for 35 degree sun angle cannot be met in January, so Sanborn has planned for a February flight. It is also unlikely that snow-free conditions will prevail. We will need to discuss acquisition parameters with the County, and determine what factors are of the greatest importance – a January acquisition, or technical parameters. Shadows will be unavoidable due to the mandated winter flight, but Sanborn will attempt to minimize problems with shadows by flying areas with high buildings as close to solar noon as possible.			

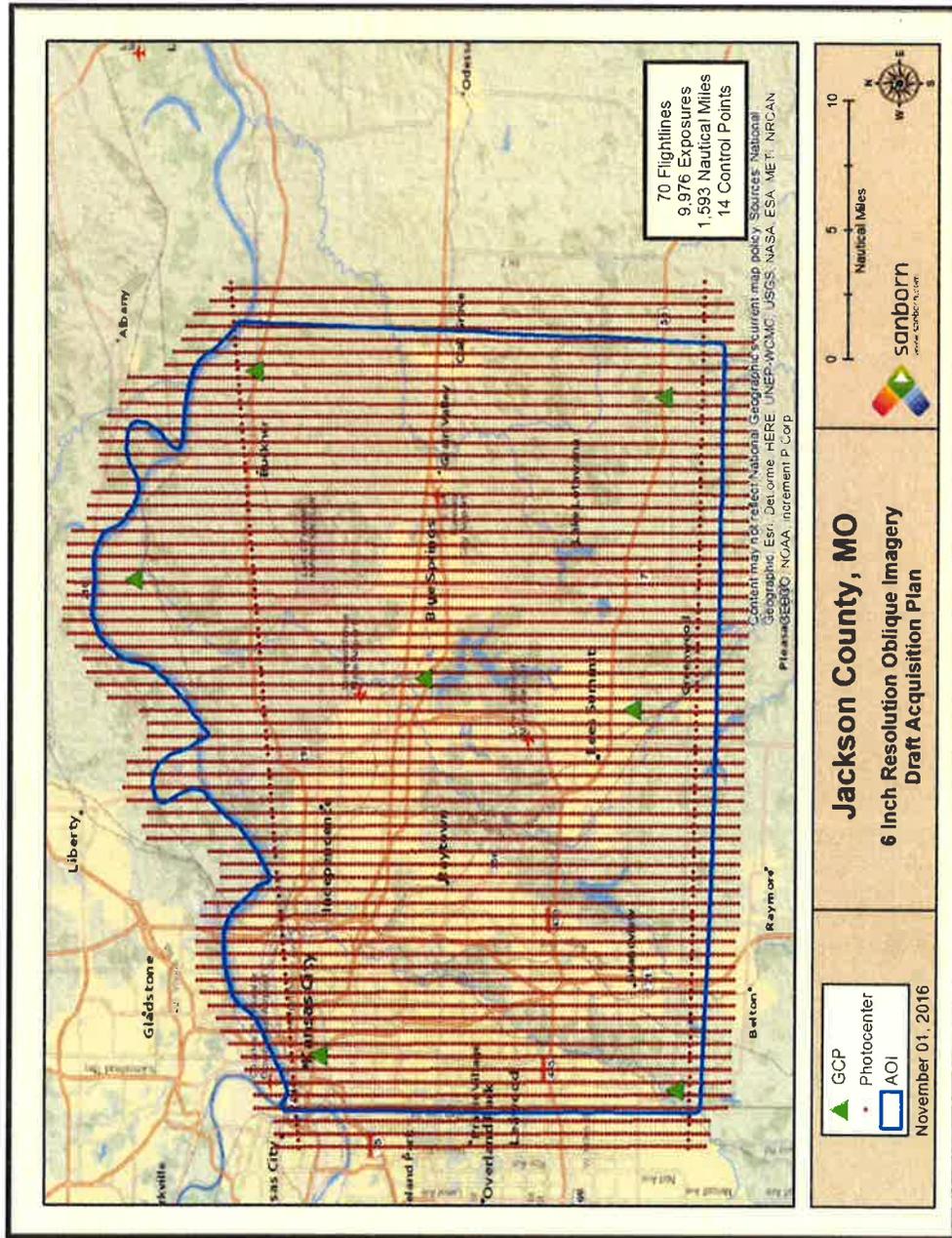
A summary of procedures and considerations in flight mission planning is as follows:

- Sanborn will prepare a digital flight line layout for the project area(s) using Track'Air software, taking into account the configuration of the proposed MIDAS aerial camera, and the resolutions required for the imagery under the County's solicitation. These parameters determine the flight altitude and footprint of each nadir exposure on the ground, and correspondingly, the quantity of flight lines and exposures, as well as the ground control requirements if orthorectification is to be performed. Flight lines usually extend continuously across the project area; however lines may be optimized in order to account for terrain, areas with tall structures, water bodies, airspace restrictions, and issues related to sun angle, lighting, and shadows.
- End lap and side lap will be as shown in the table above, and will be adjusted as needed to ensure collection of quality imagery in areas with unique terrain or built infrastructure considerations.
- Sanborn's flight plan will contain the following information:
  - Projected flight lines
  - Flight line numbers
  - Intended coverage
  - Approximate number of exposures
  - Flight altitude

# Flight Diagrams

Draft flight plans for the County's project are presented on the following pages.







## Mission Execution

Photography is accomplished by flight crews who will be temporarily based in close proximity to the collection areas. We will attempt to acquire imagery in the shortest possible timeframe to minimize radiometric differences in the final image database. The acquisition team will monitor flight conditions and determine, in coordination with Sanborn's project manager and the County, when to initiate imagery collection flights. Sanborn will hold daily calls with the County during the acquisition season to determine if optimal conditions for flying exist, and if there are any special issues to be considered, such as smoke from fires, or unusual flooding.

Sanborn relies on a variety of sources to determine the suitability of conditions for acquisition. Our first and primary source is the flight crews and surveyors in the areas of interest. Flight crews are trained to observe and report the conditions as they see them on the ground and in flight. We will also coordinate with and defer to the County if there is any question regarding suitability of conditions. Finally, there are a variety of ways to observe conditions remotely, including NOAA weather reporting stations, daily weather satellite reports, weather video cams, and a variety of public sources that can be accessed for detailed observations.

Imagery will be captured for each area of interest at the desired resolution. Mission profiles will be programmed into the Track'Air Flight Management System, which is integrated with the sensor systems on board each aircraft. This computerized system assists the aircrews with mission navigation and sensor operation, ensuring that imagery is collected in accordance with the flight plan. Aircrews are also able to mark flightlines or exposures where turbulence, clouds, or other factors that bear on the quality of the imagery may be an issue, so it can be accessed rapidly following the flight, and assessed for recollection, if necessary.

## Operational Considerations

Sanborn's aircrews are highly familiar with the airspace system in the region, and know how to navigate safely and efficiently within its boundaries. They have acquired imagery over some of the busiest and most sensitive airspace in the United States, including New York City and County; Washington, DC, which required on-board Secret Service security personnel; Chicago O'Hare; and Los Angeles County. All flights will be coordinated with the appropriate civilian and military air traffic control authorities. Our aerial team has the relationships needed to gain access to sensitive and restricted, or controlled airspace.

Sanborn's aircraft are equipped with all of the communication and navigation avionics required to operate safely in the federal airspace system. All of our aircrews are appropriately licensed and qualified, and our aircraft are operated and maintained in accordance with applicable Federal Aviation Administration (FAA) regulations at all times.

## Post-Acquisition

Flight Logs will be prepared following each mission. The pilot or system operator will prepare a flight log for each flight day containing the date, project name, aircraft used, and names of crew members. In addition, the following information is recorded for each flight line: altitude, sensor number and any other comments relative to the flight conditions. These flight logs will be submitted digitally to Sanborn's acquisition manager for review. All AGPS, IMU, and image data will be downloaded the day of collection. Preliminary processing of the ABGPS data is performed to ensure the data is complete and produces accurate photo center coordinates.

## Status Reporting

Sanborn requires flight crews to electronically submit a daily status report to the acquisition manager immediately after that day's operations. The report states what occurred during the day. If the crew didn't fly, they report why. If they did fly, they report what was flown, and the weather and ground conditions. This information is also used to plan the following day's operations.

After receiving the reports from the field, the Sanborn production office in Colorado Springs will compile the results into one daily status report to send to Sanborn's project manager. This report will be reviewed and sent to the County on a daily basis.

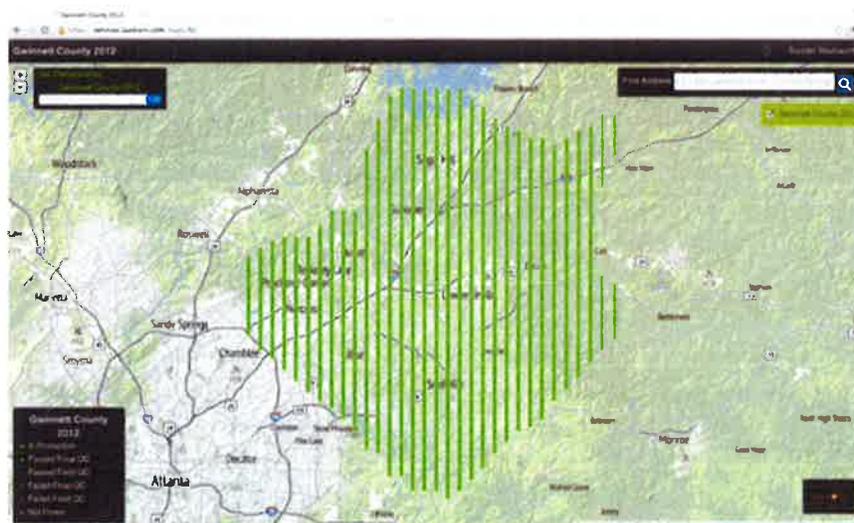
## Online Flight Status Tool

Sanborn has developed an online status tool which will be used to report flight status during the acquisition process. The online status tool will update each morning, and will complement the reporting information provided daily by the Sanborn project manager. The status tool will display the updated version of the flight plan shapefile(s) indicating which frames have been captured, reviewed, and/or accepted.

The County can identify the specific program stakeholders that they would like to have access to the online status tool. With a unique login, stakeholders have the ability to access the acquisition status at their own convenience. This tool facilitates the sharing of the project information between Sanborn and the County's stakeholders.

This technology will benefit this project and the County's project manager by:

- Providing easy distribution of acquisition status updates, alleviating reliance on email or phone calls
- Providing information in a format accessible from any internet connected device
- Providing access to multiple the County-approved stakeholders simultaneously, which will relieve the County's project manager from answering calls from stakeholders regarding status.



*Sanborn Online Flight Status Tool*

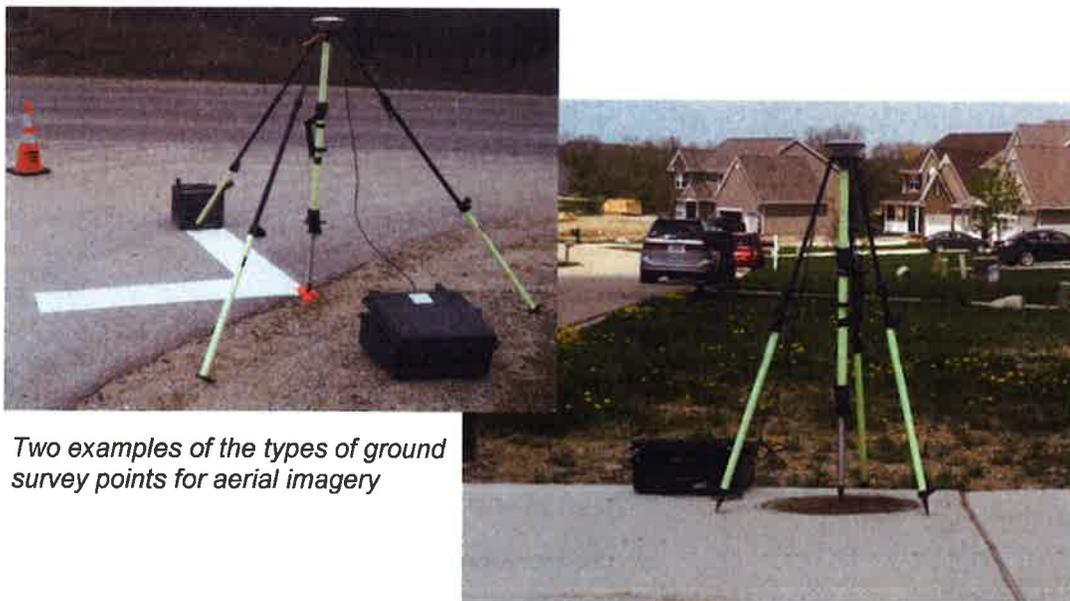
## Ground Control Surveys

While Airborne GPS (AGPS) and IMU technology will serve as the primary means for georeferencing, a framework of ground control is needed to serve as checkpoints and constraints for the AT solution. Sanborn proposes to use existing survey points where possible, and will supplement with new points as needed to support production. As with all aerial mapping projects, Sanborn's Certified Photogrammetrists (CPs) will evaluate the ideal location(s) for the required ground survey points based on the design of flight blocks, the location of flight lines, the terrain within the flight block, and the accessibility of the land parcels within the block. Based on this assessment, Sanborn may choose to place panels of material or paint in the form of an "X" or "V" shape and at an appropriate size to ensure visibility within the aerial imagery. In some cases, a photo identifiable (PID) survey point is selected in the field and surveyed, eliminating the need for a panel to be placed. This strategy is employed if disturbing the land is not possible, or if a survey is conducted after the aerial imagery has been collected.

GPS survey techniques will be used to establish or verify ground control. Control positions will have a precision of 2<sup>nd</sup> Order, Class I (2-I, 20 ppm), and vertical 2<sup>nd</sup> Order Class II precision, as defined in the FGDC-STD-007.2-1998, Geospatial Positioning Accuracy Standards Part 2: Standards for Geodetic Networks. A report documenting the ground control survey will be provided.

## Spatial Reference System

Sanborn will ensure that all land survey and airborne GPS/IMU data collection and processing procedures generate control coordinates that result in an aerotriangulation solution that accurately georeferences all deliverable data in the Missouri State Plane Coordinate System, West Zone, in US Survey Feet, North American Datum 1983 (NAD83) for horizontal and North American Vertical Datum 1988 (NAVD88) for vertical reference.



*Two examples of the types of ground survey points for aerial imagery*

## Quality Control: AGPS/IMU Field Procedures

Prior to the actual photography missions, Sanborn will review the AGPS system installation. This involves:

- Checking the GPS antenna location on the aircraft
- Checking the GPS receiver to aerial camera connections
- Re-measuring the offset vector from the antenna to the camera's front lens node (if necessary)

Sanborn's AGPS approach consists of the following steps:

- Recovering or establishing suitable base station locations within the project area as appropriate to the accuracy specifications for the project.
- Validating the boresighting of the camera and AGPS system. AGPS/IMU boresight calibration is performed when the camera or IMU has been moved.
- Collecting, processing, and interpolating the AGPS data to derive camera station coordinates and rotations at each instant of exposure.



## Boresight Calibration Process

In order to facilitate collection of imagery with the best possible radiometric and geometric properties, Sanborn ensures the completion and currency of two (2) independent camera calibration/verification processes. The first is the laboratory calibration performed by the manufacturer. The second is Sanborn's internal camera calibration and verification procedure. Each time a camera is installed in an aircraft, a complete geometric calibration is performed in order to ensure the accuracy of the platform. This process is referred to as a "boresight." A report detailing Sanborn's methods and procedures verifying the accuracy of any sensor used for the proposed project will be provided as a deliverable.

## Quality Assurance/Control: Field Data Acquisition

Sanborn has the following process steps and protocols in place in order to ensure that all data acquired in the field is collected in accordance with the specifications of the project:

- All the data collection teams maintain daily field logs. The daily logs are uploaded to a central FTP location for Sanborn team managers to review on a daily basis.
- The GPS/IMU and survey data is uploaded to the FTP location at the end of each day. The data is downloaded by team members in the Colorado Springs office within 24 hours and the data is reviewed to ensure its integrity and to confirm the equipment has not malfunctioned.
- The entire dataset is downloaded to hard drives and shipped to Sanborn's office overnight. The data is thoroughly reviewed in the office and the rejected instances of the data are reported for re-flights and re-collection within 48 hours.

## Quality Assurance/Control: Imagery

Sanborn takes every possible measure to ensure that mission planning, operational conditions, precision aerial cameras, and computerized flight management systems all work together to result in the acquisition of high quality, error-free imagery for the project. We quality check the entire imagery data set three times before accepting it for exploitation.

As each image is acquired, a snapshot of that image is visible to the aircrew on a monitor. Our photographers view this snapshot at the time of capture and then again post-mission, before sending the imagery to the office.

When an imagery data set arrives at the office, it is immediately backed up. Thereafter, it is processed to the final image. This processing occurs quickly, as dedicated, high-capacity workstations utilizing a distributed processing system are used for the task. After the imagery is processed, a technician reviews the imagery a third time. The technician looks for details which may not have been visible in the snapshot and confirms that the image processed correctly. Checks performed by the technicians include:

- Review of the imagery for density, contrast, hot spots, clarity, shadow and highlight detail, and overall quality. Images are reviewed to ensure they have an unobstructed view of the ground with minimal variation of ground illumination and color variations due to lighting and cloud shadows and minimal artifacts such as haze, glint and glare caused by reflected sunlight.
- Technicians will also check each line of imagery for:
  - Foliage conditions—Leaf off is required
  - Adherence to the flight plan—the editor will review the imagery to ensure that the specified flight plan has been successfully executed.
  - GSD—the technicians will confirm that the specified GSD has been achieved.
  - Departures from flight heights required to produce the desired image scale shall not exceed minus two percent (-2%) or plus five percent (+5%)
  - Crab—Crab in excess of three degrees (3°) may be cause for rejection of a flight.
  - Tilt and Tip—Tilt of the camera from vertical at the instant of exposure shall not exceed three percent (3%), nor shall it exceed five percent (5%) between successive exposure stations. Average tilt over the entire project shall not exceed 1%.
  - Forward overlap—the forward overlap will be examined to ensure that it falls in the appropriate range for each acquisition area.
  - Side overlap—the side overlap will be examined to ensure that it falls in the correct percent range for each acquisition area.
  - Anomalies—any other anomalies that could affect the final product will be examined, such as exposures settings, pixel drop out, etc.

If the technicians identify the need for any re-flights, they immediately email the flight crew the required parameters. Our goal is to accomplish this review within three days of acquisition of the imagery. Sanborn understands that unacceptable imagery will be re-flown at no additional cost to the County. All re-flight coverage will overlap the accepted imagery by at least two exposures, and will be captured using the same sensor type that performed the initial acquisition.

## Imagery Data Production

The following sections describe Sanborn’s strategy for producing oblique imagery that will meet the needs of the County and its partners. We believe image accuracy and image quality go hand in hand, and have established a process that incorporates quality control throughout all steps. As a standard practice, AT is utilized to ensure the best possible fit of oblique imagery to the ground. Concurrently, the collected imagery is taken through several steps of processing to correct for uneven lighting, color, and contrast, while retaining the brilliancy of the native Nikon D800E exposures.

## Geo-positioning of Oblique Imagery

### AGPS/IMU Post Processing

All AGPS/IMU data will be downloaded from the aircraft the day it is collected. Sanborn will use the latest version of Applanix MMS kinematic AGPS post-processing software to process all AGPS/IMU data. In a combination of AGPS data, the expected accuracy of the orientation of the photo exposures will be 0.10 meters in position and approximately 20 to 30 arc seconds in tilt, roll and heading. Once a final solution is achieved, the photo center coordinate positions, as well as the trajectory file (SBET), will be exported for use in AT.

### Aerial Triangulation (AT) and Accuracy Specifications

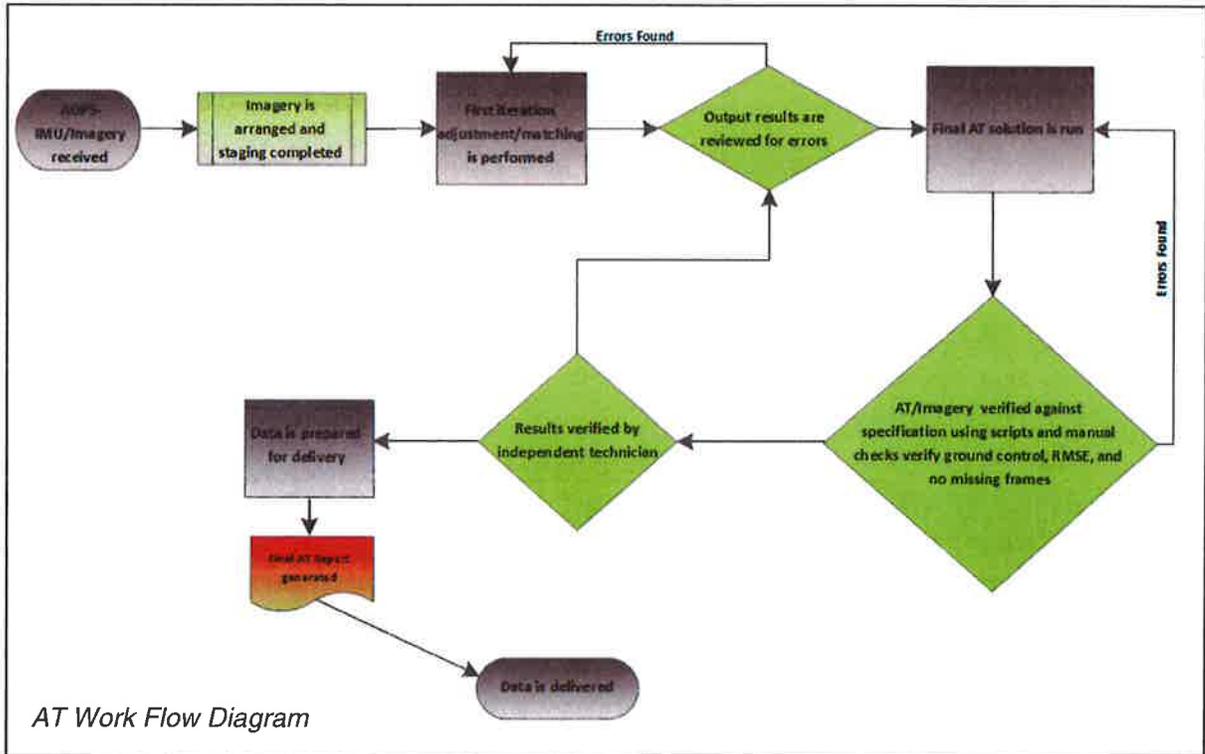
Each Sanborn oblique imaging system is calibrated at our boresight range in Colorado. The test range contains over 100 ground control points to allow for complete calibration of the system. The planning of the boresight flight is a critical component to achieving high accuracy with the system; therefore, Sanborn collects imagery with high overlap (80% forward and 60% side overlaps), at two (2) altitudes, and with opposing flight directions. The results of the boresight calibration are applied to each subsequent flight during the AT process.



AT for an oblique imaging system employs similar techniques of conventional AT; for example, both include the use of AGPS/IMU data and ground control points. However, conventional AT software was not designed to incorporate oblique imagery for tie point generation or to handle the large amount of data collected with the system. There are two approaches Sanborn considers to ensure the highest accuracy possible for the nadir and oblique imagery:

- Perform AT with the nadir image only and, using the results, compute the orientation of the oblique imagery thus assuring a singular orientation system; or,
- Perform point matching on all nadir and oblique frames and utilize additional parameters; e.g. trajectory and timing information into a bundle block solution. This approach allows the identification and removal of errors associated with the individual cameras within the system and with the GPS trajectory. This method allows for tight quality control through all steps in the process, maximizing the resultant accuracy of all images in the block.

With both solutions, AGPS/IMU and ground control are key elements in assessing the final accuracy of the imagery.



Post-AT quality control is performed using an independent software solution designed to evaluate the relative and absolute accuracy of the AT solution. The user is able to measure ground control points as well as user identifiable points throughout the block. A report is generated complete with a summary of statistics for each point measured, allowing for immediate evaluation of the block accuracy. The AT report will be provided to the County, as well as Esri shapefiles with footprints, centroids, and acquisition metadata for each image.

## Quality Assurance/Control: Aerial Triangulation

The quality of the AT solution is proven by low values of the error residuals in the least squares adjustment. Very low values in the residuals indicate that the ground control is free of survey errors because it fits the photogrammetric measurements. The quality control steps outlined below will be followed to help ensure the best quality adjustment. The project boundary will be identified to ensure that triangulation coverage includes the entire project area.

- Checkpoints will be used and evaluated as previously discussed above
- Intermediate triangulation results will be thoroughly reviewed by the Lead Technician and the Data Processing Manager.
- Final triangulation results will be thoroughly reviewed by the Lead Technician, Data Processing Manager, and the Manager of Production.

## Image Processing and Color Balancing

The Sanborn Image Processing Team is responsible for receiving and processing the raw imagery data after it is acquired by the Acquisition Team in the field. The Image Processing Team works in tandem with the Geo-positioning Team to ensure that all collected data meets the predefined customer specifications. Once it has been determined that all data meets customer specifications, the Image Processing Team is responsible for imagery enhancement and color balancing the data. The Image Processing Team follows a well-defined work flow process that emphasizes quality control, as illustrated on the following page.

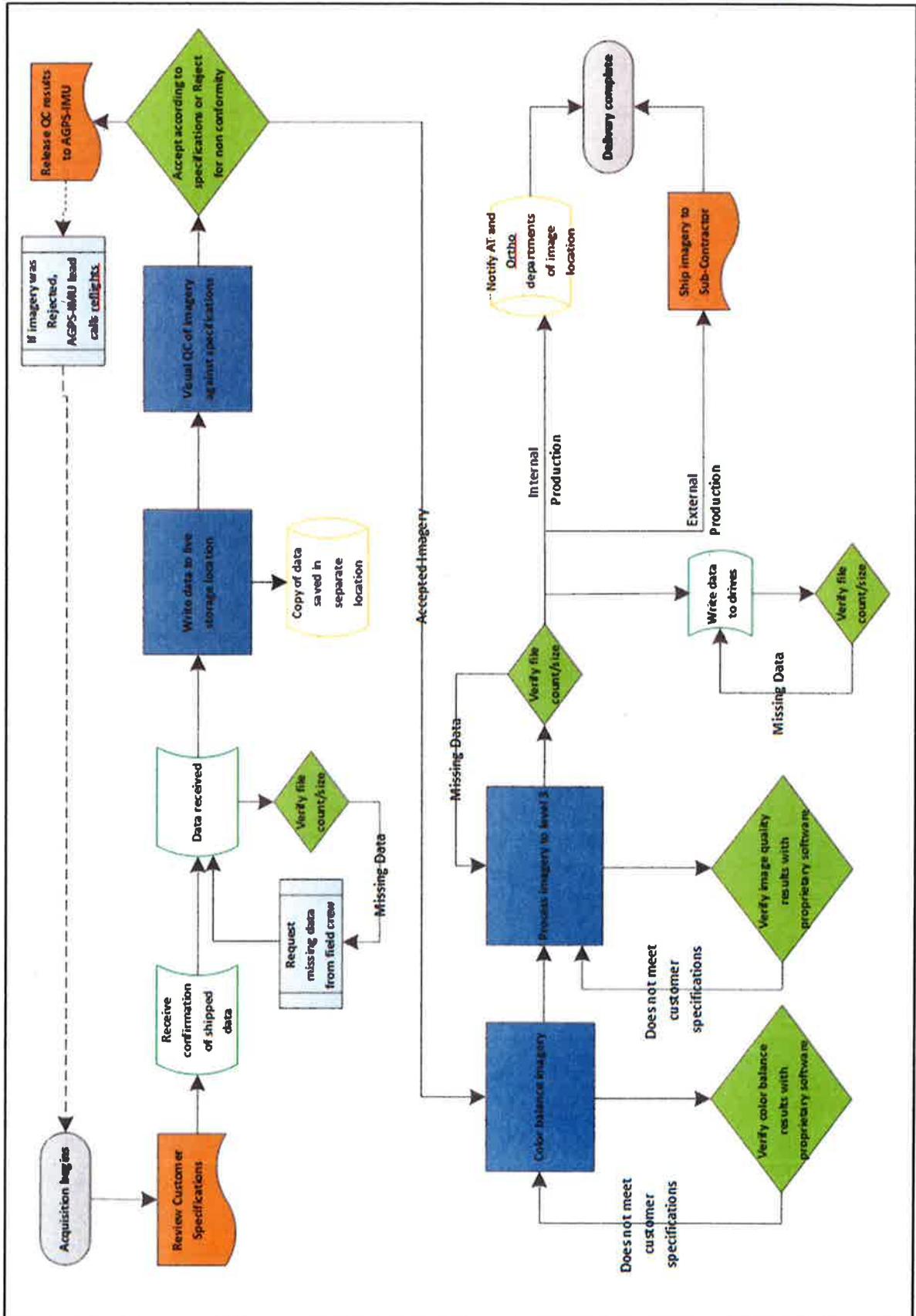


Image Processing Work Flow Diagram

## Initial Image Review

The Image Processing Team receives the collected raw mission data from the Acquisition Team and downloads the data to the Sanborn system for storage, backup, and processing. The raw imagery data is imported into Adobe LightRoom for initial review. LightRoom is used for the review and processing of all imagery data because it is capable of handling a large volume of imagery (areas of interest are sometimes comprised of hundreds of thousands of individual image frames).

## Imagery Enhancement and Color Balancing

Once the entire area of interest (AOI) has been collected and all imagery has been accepted, the imagery is rotated, enhanced, and color balanced in order to produce a final product that meets strict image quality guidelines. Before applying any image enhancements to the data, all oblique camera frames (images captured by non-nadir oriented cameras) are rotated 180 degrees in order to appear right-side up.

Once the oblique imagery has been rotated, the imagery is enhanced and color balanced using LightRoom. LightRoom allows the image processing technician to perform interactive, real-time image manipulation and lets the technician see how the adjustments applied affect either selected images, or the entire set of imagery all at once. The appropriate imagery enhancements and color balance are found by trial-and-error.

The following enhancements are performed in order to maximize the image quality and produce visually acceptable imagery:

- **Sharpening:** A sharpening algorithm (e.g. a masking algorithm) is applied to the imagery in order to bring out scene details without increasing the noise observable in the imagery.
- **Noise reduction:** A spatial and/or color noise reduction algorithm is applied to the imagery as necessary. The purpose is to reduce any noise present without degrading the image detail in any way.
- **Histogram stretching (color balancing):** A global histogram stretch is determined, which will be applied to all imagery. The stretch will have the following characteristics:
  - It will not clip scene details in the dark regions or the bright regions of the imagery (the ends of the image histogram)
  - It will enhance and bring out details in the dark regions of the histogram without enhancing noise (i.e. brings out details in the shadows)
  - It will maximize the dynamic range of the histogram and improve the overall contrast and appearance of the imagery
  - It will produce color balanced imagery with natural and realistic looking scene colors

The enhancement and color balancing process will result in imagery that has improved scene details and allows the viewer to see scene content more clearly than as presented in the raw imagery.



*Left: Raw Image and Histogram; Right: Enhanced Image and Histogram*

During the process of determining the appropriate sharpening, noise reduction and histogram stretch to apply, the image processing technician will test an assortment of imagery containing a wide variety of scene content in order to find the enhancements that will work best for the entire AOI. Applying global enhancements across the entire set of imagery will allow seamless viewing of the data.



*Seamless Mosaic of Individual Image Frames (Corpus Christi, Texas)*

After the appropriate sharpening, noise reduction and histogram stretch is applied to the entire set of imagery, the imagery is exported from the software. As a final QC check, the imagery is then processed through Sanborn proprietary software for further analysis. This analysis will ensure that the mean histogram values for all of the imagery fall within a specified and acceptable digital count range.

## Orthorectification of Nadir Images

Sanborn uses a highly sophisticated, proprietary software package for orthophoto creation. This software draws upon DEM/DTMs, digital sensor information, digital aerial imagery acquired for the project, and AT data to rectify each digital image. The rectification corrects for inherent geometric distortions in the image that are caused by terrain variance, earth curvature, and camera orientation in relation to the ground. The terrain surface used by Sanborn's software is in the form of a triangulated irregular network (TIN), not a regular grid DEM or DTM. The TIN eliminates waviness around sharp terrain breaks, such as steep embankments, road edges, railway grades, and hydrographic features. The County's existing DTM will be used as the terrain data input for orthorectification. The ortho processing software uses the cubic convolution sampling technique, which yields high accuracy and excellent aesthetic quality. Cubic convolution is the industry standard algorithm for the rectification of digital orthoimagery. It relies on a 4 x 4 (16-pixel) kernel and a cubic algebraic function.

The completed images will be delivered to the County in industry standard .JPG file format, with .JGW world header files for georeferencing. Imagery will be provided at the specified low, medium or high spatial resolution for each given area. Imagery will be 3-band, 8-bit per channel RGB true natural color.

## Quality Assurance/Control: Final Image Review

Images will be checked for consistent color, tone and contrast; minimal variation of ground illumination and color variations due to lighting and cloud shadows; minimal artifacts such as haze, glint and glare; and adherence to the contracted specifications. Once the imagery has been enhanced, color balanced and reviewed, it is ready for delivery to the County.

---

## Application Software

The Sanborn oblique imagery solution is delivered with two options for viewing:

1. A browser-based viewer called the Sanborn Oblique Analyst®
2. An ArcGIS desktop extension.

Sanborn's oblique imagery is provided with an ArcGIS plug-in at no additional cost that enables users to ingest the oblique imagery into ArcGIS. However, in order to gain maximum usability from the oblique imagery, and to ease distribution, the Sanborn oblique imagery solution can be delivered with an optional browser-based viewer which can be deployed on your own servers, Sanborn servers (for an additional fee), or in a cloud hosting environment. Both applications are capable of cataloging, organizing, and retrieving the imagery rapidly, and making it available to users for analysis. The software is capable of retrieving vector data stored in ArcSDE 10.2.2.

## Esri Desktop Extension

The Sanborn-provided Esri desktop extension currently works with 10.x versions of ArcGIS. The extension allows the user to import the nadir view of the imagery directly into ArcGIS, and access to tools ordinarily available within the ArcGIS desktop environment. If access to the oblique views is desired, the user need only click on a button to automatically launch the Sanborn Oblique Analyst® software, which then zooms to the same location.

performance of the services and delivery of the deliverables. When payment in full has been made, Sanborn will retain sole and exclusive ownership of all right, title and interest in and to the work materials and deliverables; and, the County will be granted rights, title, and interest in and to the deliverables as expressly set forth in the Sanborn Oblique Imagery and Sanborn Oblique Analyst® Software End-User License Agreements (EULAs) provided in the Appendix.

## Summary of Deliverables

Sanborn will provide a copy of all deliverables as outlined in the table below. All data will be quality controlled and in full compliance with the standards and specifications set forth by the County in the RFP.

Summary of Deliverables	
Deliverable	Description
Oblique imagery	<ul style="list-style-type: none"> <li>Oblique images in .JPG/.JGW format at the desired resolution</li> <li>3-band, 8-bit per channel RGB true natural color</li> </ul>
[Optional] Orthorectified nadir images	<ul style="list-style-type: none"> <li>Orthorectified nadir images in .JPG/.JGW format at the desired resolution</li> <li>3-band, 8-bit per channel RGB true natural color</li> </ul>
Oblique Extension - Esri	<ul style="list-style-type: none"> <li>Esri ArcGIS Desktop plugin, ArcGIS 10.x compatible, enabling use of the oblique imagery in the Esri environment.</li> </ul>
Sanborn Oblique Analyst®	<ul style="list-style-type: none"> <li>Browser-based viewing, measuring, and analytical software</li> </ul>
Metadata, Reports, and Documentation.	<ul style="list-style-type: none"> <li>Flight Plan and Logs</li> <li>Sensor calibration report</li> <li>FDGC compliant metadata in XML format</li> <li>Project report covering data acquisition, land surveying, AGPS/IMU processing, aerotriangulation, production process, quality control and accuracy assessment.</li> <li>Esri shapefiles with footprints, centroids, and metadata for each image</li> </ul>
Training and Support	<ul style="list-style-type: none"> <li>On-site training session</li> <li>Email and telephone support</li> </ul>
Deliverable Media	<ul style="list-style-type: none"> <li>Delivered on USB-2 External Hard Drives, or on DVD 2.0, 4.7 GB single sided (4.3 GB usable) disks</li> <li>FTP downloads can be made available for interim deliverables, such as pilot data sets</li> </ul>

## Project Management

Sanborn's project management approach rigorously applies the Project Management Institute (PMI) model, which exceeds the requirements of ISO 9001:2008. Sanborn understands that an upfront investment in planning results in the best outcome for the entire project lifecycle. The PMI model encompasses the following knowledge areas and process phases:

- Integration
- Scope
- Time
- Cost



- Quality
- Human Resources
- Communications
- Risk
- Procurement

## Project Definition

Project definition at Sanborn begins with the preparation of a project charter that encompasses all elements of the program. The project charter establishes the overall goals, vision, organizational structure, project structure, deliverables, management plans and approach, technical baseline, schedule, cost, subcontract management, quality, and other key elements of the program. All the methods used to plan, monitor, and control the project are also identified in the project charter.

A key element of the project definition is the development of the project schedule in our Earned Value Management (EVM) system, in addition to multiple supplementary tracking systems. This project management and production tool is used to develop and track all project resources and the schedule throughout the life of the project. The EVM schedule is the single source for all project status and tracking throughout the life of the project. A baseline contractual schedule is maintained in addition to multiple scenario schedules.

## Project Initiation

Sanborn believes that the key to any successful project is continuous customer communication. Soon after contract award, Sanborn will request a preliminary planning meeting to identify any specific items that may have arisen after reviewing numerous proposals that may not have been in the original RFQ. Once this information is gathered and the project charter is complete, Sanborn will request a kickoff meeting where Sanborn's management team and appropriate Sanborn production staff will meet with appropriate County staff to:

- Review the technical requirements of the project against the proposed technical plan contained in Sanborn's proposal.
- Review the sources that are to be supplied by the County against the requirements and expectations of Sanborn's proposed work plan.
- Review the acquisition plan requirements and flight plans.
- Review the preliminary work plan (and the quality control processes and procedures) as presented in Sanborn's proposal against defined delivery areas or work packages.
- Review the estimated resource plan.
- Review the project-specific Quality Plan presented at the meeting by Sanborn. Included will be a review the product acceptance procedures, methods and criteria that will be used by the County to determine product conformance with product specifications.
- Review the proposed project schedule and finalize interim and final delivery dates
- Review the schedule requirements by specific work tasks and the interdependencies of the sources of information to be supplied by the County.

- Define the parameters of a pilot or prototype project where the proposed procedures will be tested for their ability to meet product specifications and/or the ability of the product specifications to meet the needs of the County.
- Define a formal change management process designed to effectively and efficiently track proposed modifications to contracts. This process will allow the County to make cost and benefit tradeoffs based on an analysis of the requested changes. It allows for the design, development, and implementation of modifications to production processes and procedures to be made in a controlled manner.
- Define all communication protocols and procedures that are necessary for effectively ensuring that both parties to the contract are informed about the production departments' progress on each project task, that the sources are effective for the purpose intended, and the status of deliverable product reviews by the County.

We anticipate that the kickoff meeting will be held via web conference. We welcome a site visit to Sanborn's production facilities at any time throughout the course of the project.

## Production Schedule

Mr. Benham will review the production schedule contained in Sanborn's proposal with the County during the project initiation meeting. This draft schedule, based upon our review of the RFP, may be re-evaluated after the completion of the pilot or prototype project and before the balance of the project is started, depending upon comments received by the County, if they impact the scope of work. It is anticipated that the County will review the pilot deliverables and provide comments to Sanborn within five days of receipt. If necessary, the resource requirements will be input/revised in the Primavera system at both of these milestones before production of the balance of the project commences.

Sanborn will commit to meeting the County's requirement to deliver the required oblique imagery and viewer within 60 days from completion of acquisition activities. Optional product selections such as orthoimagery will be scheduled in coordination with the County during the project initiation phase.

## Financial Schedule

Mr. Shawn Benham, Sanborn's project manager, will develop an internal set of financial budgets based upon the input into the EVM system and an invoice and payment schedule that is tied to production and/or terms and conditions in the contract. Mr. Benham is responsible for the timely and accurate submission of invoices to the County. The County is obligated to remit timely and accurate payments in accordance with the terms and conditions of the contract.

## Preferred Payment Schedule

Sanborn proposes a milestone invoice schedule in coordination with the delivery schedule:

- 10% upon project initiation
- 10% upon survey and flight plan approval
- 30% upon acquisition completion
- 10% upon approval of pilot project

- 30% upon initial product delivery
- 10% upon final acceptance

Sanborn is willing to negotiate other terms for invoicing if desired.

## Quality Management System

Sanborn has earned ISO 9001:2008 certification and is registered with Platinum Registration, Inc. ISO 9001, a Quality System Standard, is a series of five international standards that provide guidance in the development and implementation of a specific Quality Management System. With Sanborn's ISO 9001:2008 certification, the County is assured that:

- The requirements and specifications of the project have been thoroughly and rigorously evaluated and documented
- The production processes and procedures employed for the project are appropriate and adequate to produce the results intended
- The production processes and procedures are controlled and results will be consistent and repeatable
- Documentation will be maintained that allows for evaluation of the processes and procedures to eliminate the source of nonconformities and to facilitate continual improvement of the processes and procedures
- Adequate facilities are available to meet the needs of the project
- Sufficient numbers of competent and adequately trained employees are working on the project

Sanborn's Quality Management System has been developed to ensure that adequate and continuous control is in operation for all activities affecting product quality. Where specific regulatory requirements affect our processes, our procedures and instructions will be designed or revised to meet such requirements. Sanborn employs methods and techniques that foster continuous improvement and good business practice.

Sanborn places an emphasis on problem prevention rather than dependence on detection after occurrence. Every effort is made to perform operations and quality-related activities correctly the first time. The Quality Management System includes a formal review of the parameters affecting product quality from conception to contractual fulfillment. Whenever necessary, corrective and preventive actions are implemented to ensure continuous improvement.

## Responsibilities

Sanborn staff members are aware of what they are authorized to undertake and are responsible for achieving. This is ensured by documentation of responsibilities and authorities in specific procedures. All employees are responsible for following applicable policies, procedures, and work instructions. Additionally, every employee has the responsibility and authority to:

- Initiate action to prevent the occurrence of any nonconformities relating to product, process, and the Quality Management System
- Identify and record any problems relating to the product, process, and the Quality Management System

- Initiate, recommend, or provide solutions through designated channels
- Control further processing and delivery of products until the deficiency has been corrected
- Ensure that the County's source materials and other property, including intellectual property, is logged, utilized, stored, and returned in a controlled manner

## Expectation of the County's Contribution

Sanborn proposes that the County's roles and responsibilities under this program will be to:

- Coordinate and communicate with Sanborn as needed. Respond in a timely manner to requests for information, data, and meetings or conference calls;
- Coordinate with Sanborn regarding environmental conditions during the acquisition process, and provide information to assist with the decision to conduct or defer acquisition operations;
- Negotiate with Sanborn regarding fees and scheduling, and other administrative matters, if needed;
- Process all contractually-related documents in a timely manner;
- Make final choices where there are options associated with the technical specifications, and state any requirements and specifications that differ from those in the RFP, if any changes are desired;
- Perform reviews and quality control checks of interim (pilot) and final deliverables in a timely manner, and communicate the results to Sanborn, or coordinate with Sanborn and a 3rd-party QC contractor; and
- Review and pay Sanborn's invoices in a timely manner.

## Communications Management

Customer communication and status reporting is the most important aspect of project management. The continuous communication between Sanborn and the County will provide insight to the project process and eliminate gaps in communication on technical and schedule issues. Sanborn has a proven method of communication with our customers, and will review with the County the best method to ensure constant contact throughout the project lifecycle.

Communication requirements will be incorporated and documented in the work plan. The specific requirements for each project are unique; therefore, the tracking and reporting tools and procedures necessary for effectively managing the project are established specifically for the County's project and maintained throughout the term of the contract.

## Meetings and Conference Calls

Meeting minutes from project team meetings and conference calls will be produced and distributed by Mr. Benham. These minutes shall include descriptions of the issues discussed during the meeting, their resolutions, and the necessary follow-up. All project records, including correspondence, reports, invoices, and specifications, will be maintained in the project files by Mr. Benham.

## Project Status Reporting

Sanborn is committed to successful internal performance management and to providing customers with easy access to the status of their projects. We accomplish this by using a variety of proven tools.

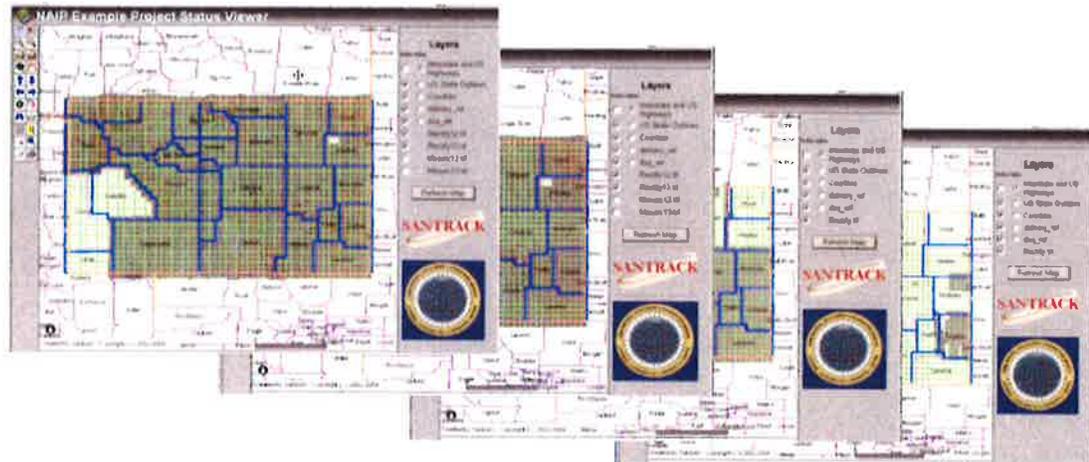
Project Status Reporting is one of the most critical aspects of communication for large projects with many players and variables. As a result, Sanborn utilizes three primary technologies to provide update information about the project to the County, including real-time web-based tracking reports.

1. **Written Status Reports** – Mr. Benham will submit a monthly Project Status Report to provide project team members with a common understanding of the important issues, procedures, and goals associated with the project. The report summarizes project activities completed over the past reporting period and those planned over the next similar time period. Information addressed in the Project Status Report includes the following:
  - Major activities completed during the most recent reporting period
  - Summary of data production status, including but not limited to listing of data accepted by the County and the status of the County’s review of delivered data
  - Description of current project issues and procedures
  - Activities to be completed over the next reporting period
  - Data production forecasts for the next reporting period
  - List of requested action items
  - List of outstanding issues/action items
2. **Status Calls** – Weekly status calls can also be held with the County to coordinate project activities and to review open issues noted in the status report. Exact times will be established with the County during the project initiation meetings. It is the Sanborn project manager’s responsibility to facilitate this call, document new actions, address the status of open issues, and assign action items. A sample agenda is as follows:
  - Major issues and action items completed for a specified time period
  - Critical issues and actions not completed and their potential impacts including, but not limited to, the County’s review of deliverables and the schedule for source data delivery
  - Production status
  - Action items for next reporting period
  - Upcoming action items and questions
3. **Web-Based Reporting/Program Status via SanTrack** – Sanborn recognizes the importance of enabling our clients to gather information on the status of their projects during acquisition and production. Being able to anticipate deliveries and to gather information on your projects status without relying on project management or production personnel can be very important (if not critical) at times. Understanding this need, Sanborn developed a system that provides our clients with the ability to view the status of their projects through an Internet connection.

SanTrack is Sanborn’s method of visually tracking projects internally while at the same time allowing our clients to view the status of their projects. This browser-based viewing system allows clients to check the status of their projects at any time. SanTrack, which is

strictly for viewing purposes, is accessible via the Internet using standard web browser. No additional client-side software is required. SanTrack allows for daily progress from all team members to be entered and displayed. Our Program Manager will ensure the SanTrack website is updated on a daily basis for acquisition and on a weekly basis for all other tasks.

The web-based online status viewer will reflect a status for each tile or block as appropriate. Information posted to the status reporting site includes, but is not limited to, progress for aerial data acquisition, post-processing, quality control and delivery of data.



Project home pages provide hyperlinks to project reference documents, specifications, productivity and quality data, project status reports, technical support requests, and can be the primary mechanism for distributing status reports. Instituting this for the County would greatly improve project communications and tracking. This technology will benefit this project and the County by:

- Providing easy distribution of project updates, alleviating total reliance on email, faxes, etc.
- Providing summary and detailed level reporting, as well as sorting information by category.



*This page intentionally left blank.*

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit any purchase under an existing government contract which exceeds \$25,000.00 to the Legislature for approval; and,

WHEREAS, the Director of Finance and Purchasing recommends these awards as indicated under the existing government contracts due to the higher volume discounts offered to larger entities; and,

WHEREAS, a transfer is necessary to cover the cost of this equipment and services; and,

WHEREAS, the County Executive recommends this transfer; and,

WHEREAS, additionally, a portion of this transfer in the amount of \$18,600.00 will be allocated for a McCune property survey using an existing County term and supply contract; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 Park Fund:

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

**A RESOLUTION** transferring \$191,012.00 within the 2016 Park Fund and awarding contracts for the furnishing of grounds equipment, vehicles, pole lights, and installation services for use by the Parks + Rec Department to Musco Sports Lighting, LLC, of Oskaloosa, IA, Infinite Energy Construction, of Kansas City (Jackson County), MO, Deere & Company of Cary, NC, Professional Turf Products of Lenexa, KS, and Dick Smith Ford, of Raytown, MO, under the terms and conditions of National Joint Powers Alliance Contract No. 082114-MSL, NJPA Contract No. MO 03A-031516-IEC, Iowa Department of Transportation Contract No. 4425-5, National IPA Contract No. 120-535, and Johnson County, KS Contract No. 2016-002, all existing government contracts, at an actual aggregate cost to the County of \$172,412.00.

**RESOLUTION NO. 19331**, December 5, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department desires to purchase grounds equipment, vehicles, pole lights, and installation services to meet departmental needs; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of contracts for the furnishing of this equipment and these services to Musco Sports Lighting, LLC, of Oskaloosa, IA, Infinite Energy Construction, of Kansas City (Jackson County), MO, Deere & Company of Cary, NC, Professional Turf Products of Lenexa, KS, and Dick Smith Ford, of Raytown, MO, under the terms and conditions of National Joint Powers Alliance Contract No. 082114-MSL, NJPA Contract No. MO 03A-031516-IEC, Iowa Department of Transportation Contract No. 4425-5, National IPA Contract No. 120-535, and Johnson County, KS Contract No. 2016-002, all existing government contracts, at an actual aggregate cost to the County not to exceed \$172,412.00; and,

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. 19331 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 003 1602 55010  
ACCOUNT TITLE: Park Fund  
Maintenance & Operations  
Regular Salaries  
NOT TO EXCEED: \$191,012.00

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.

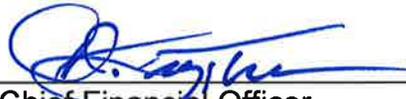
ACCOUNT NUMBER: 003 1601 56790  
ACCOUNT TITLE: Park Fund  
Director's Office  
Other Contractual  
NOT TO EXCEED: \$18,600.00

ACCOUNT NUMBER: 003 1602 58110  
ACCOUNT TITLE: Park Fund  
Park Operations  
Heavy Machinery & Equipment  
NOT TO EXCEED: \$24,156.38

ACCOUNT NUMBER: 003 1602 58120  
ACCOUNT TITLE: Park Fund  
Park Operations  
Automobiles  
NOT TO EXCEED: \$109,364.00

ACCOUNT NUMBER: 003 1608 58060  
ACCOUNT TITLE: Park Fund  
Construction Services  
Other Improvements  
NOT TO EXCEED: \$38,891.47

November 30, 2016  
Date

  
\_\_\_\_\_  
Chief Financial Officer

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Maintenance & Operations			
003-1602	55010 – Regular Salaries	\$191,012	
003-1602	58110 – Heavy Machinery & Equipment	\$ 24,156	
003-1602	58120 – Automobiles		\$109,364
Park Fund Director's Office			
003-1601	56790 – Other Contractual		\$18,600
Park Fund Construction Services			
003-1608	58060 – Other Improvements		\$ 38,892

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that award under the existing government contracts 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 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 contracts.

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19331

Sponsor(s): Tony Miller

Date: December 5, 2016

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: <u>Transferring \$191,011.38 within the Parks + Rec Department Budget and authorizing the purchase of McCune Property Survey, grounds equipment, vehicles, Pole Lights with installation under the terms and conditions of Jackson County Term and Supply Contract No. 60-14, Iowa Department of Transportation Contract No. 4425-5, National IPA Contract No. 120-535, Johnson County, KS Contract No. 2016-002, National Joint Powers Alliance (NJPA) Contract No. MO03A-031516-IEC, NJPA Contract No. 082114-MSL, existing government contracts.</u>																										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$191,011.85</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 style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>003-1602-55010 Park Fund, Maintenance &amp; Operations, Regular Salaries</td> <td style="text-align: right;">\$191,011.85</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>003-1601-56790 Park Fund, Director's Office, Other Contractual Services</td> <td style="text-align: right;">\$18,600.00</td> </tr> <tr> <td>003-1602-58110 Park Fund, Maintenance &amp; Operations, Heavy Machinery &amp; Equipment</td> <td style="text-align: right;">\$24,156.38</td> </tr> <tr> <td>003-1602-58120 Park Fund, Maintenance &amp; Operations, Automobiles</td> <td style="text-align: right;">\$109,364.00</td> </tr> <tr> <td>003-1608-58060 Park Fund, Construction Services, Other Improvements</td> <td style="text-align: right;">\$38,891.47</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION:  <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department:                      Estimated Use: \$  Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A			Amount authorized by this legislation this fiscal year:	\$191,011.85	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$191,011.85	Amount budgeted for this item * (including transfers):	\$191,011.85	Source of funding (name of fund) and account code number:		FROM:		003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries	\$191,011.85	TO:		003-1601-56790 Park Fund, Director's Office, Other Contractual Services	\$18,600.00	003-1602-58110 Park Fund, Maintenance & Operations, Heavy Machinery & Equipment	\$24,156.38	003-1602-58120 Park Fund, Maintenance & Operations, Automobiles	\$109,364.00	003-1608-58060 Park Fund, Construction Services, Other Improvements	\$38,891.47
Amount authorized by this legislation this fiscal year:	\$191,011.85																										
Amount previously authorized this fiscal year:																											
Total amount authorized after this legislative action:	\$191,011.85																										
Amount budgeted for this item * (including transfers):	\$191,011.85																										
Source of funding (name of fund) and account code number:																											
FROM:																											
003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries	\$191,011.85																										
TO:																											
003-1601-56790 Park Fund, Director's Office, Other Contractual Services	\$18,600.00																										
003-1602-58110 Park Fund, Maintenance & Operations, Heavy Machinery & Equipment	\$24,156.38																										
003-1602-58120 Park Fund, Maintenance & Operations, Automobiles	\$109,364.00																										
003-1608-58060 Park Fund, Construction Services, Other Improvements	\$38,891.47																										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 816-881-3465																										
REQUEST SUMMARY	The Parks + Rec Department would like to transfer funds within their budget and purchase a McCune Property Survey in northeast Jackson County along the Little Blue Trace Trail to separate the tract of land along the trail from the entire tract for the remaining property to be sold, Two Pole Lights with Installation for 140 <sup>th</sup> & Holmes Baseball Complex, new equipment and vehicles for department use as follows:																										
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Purchase Description</th> <th>Contract Information</th> <th>Vendor Name &amp; Location</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>McCune Property Survey</td> <td>Jackson County Term &amp; Supply Contract No. 60-14</td> <td>Bartlett &amp; West Blue Springs, MO</td> <td style="text-align: right;">\$18,600.00</td> </tr> <tr> <td>Pole Lights</td> <td>NJPA 082114-MSL</td> <td>Musco Sports Lighting, LLC Oskaloosa, IA</td> <td style="text-align: right;">\$19,191.00</td> </tr> <tr> <td>Pole Light Installation</td> <td>NJPA MO03A-031516-IEC</td> <td>Infinite Energy Construction Kansas City, MO</td> <td style="text-align: right;">\$19,700.47</td> </tr> <tr> <td>John Deere Gator</td> <td>Iowa DOT 4425-5</td> <td>Deere &amp; Company Cary, NC</td> <td style="text-align: right;">\$12,414.47</td> </tr> </tbody> </table>			Purchase Description	Contract Information	Vendor Name & Location	Amount	McCune Property Survey	Jackson County Term & Supply Contract No. 60-14	Bartlett & West Blue Springs, MO	\$18,600.00	Pole Lights	NJPA 082114-MSL	Musco Sports Lighting, LLC Oskaloosa, IA	\$19,191.00	Pole Light Installation	NJPA MO03A-031516-IEC	Infinite Energy Construction Kansas City, MO	\$19,700.47	John Deere Gator	Iowa DOT 4425-5	Deere & Company Cary, NC	\$12,414.47				
Purchase Description	Contract Information	Vendor Name & Location	Amount																								
McCune Property Survey	Jackson County Term & Supply Contract No. 60-14	Bartlett & West Blue Springs, MO	\$18,600.00																								
Pole Lights	NJPA 082114-MSL	Musco Sports Lighting, LLC Oskaloosa, IA	\$19,191.00																								
Pole Light Installation	NJPA MO03A-031516-IEC	Infinite Energy Construction Kansas City, MO	\$19,700.47																								
John Deere Gator	Iowa DOT 4425-5	Deere & Company Cary, NC	\$12,414.47																								

Greens Pro 1240	National IPA 120-535	Professional Turf Products Lenexa, KS	\$11,741.91
Four Ford F-350	Johnson County, KS 2016-002	Dick Smith Ford Raytown, MO	\$109,364.00
Total			\$191,011.85

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of McCune Property Survey from Bartlett & West of Blue Springs, MO under the terms and conditions of Jackson County Term & Supply Contract No. 60-14, Pole Lights from Musco Sports Lighting, LLC of Oskaloosa, IA under the terms and conditions of NJPA Contract No. 082114-MSL, Pole Light Installation from Infinite Energy Construction of Kansas City, MO under the terms and conditions of NJPA MO03A-031516-IEC, John Deere Gator from Deere & Company of Cary, NC under the terms and conditions of Iowa Department of Transportation Contract No. 4425-5, Greens Pro 1240 from Professional Turf Products of Lenexa, KS under the terms and conditions of National IPA Contract No. 120-535 and Four Ford F-350s from Dick Smith Ford of Raytown, MO under the terms and conditions of Johnson County, KS Contract No. 2016-002, all existing government contracts.

The Director of Finance and Purchasing recommends the purchases be made under these contracts due to the higher volume discounts offered to larger government entities and/or buying groups.

The Director of Finance and Purchasing also requests the transfer of \$191,011.85 within the Parks + Rec Department's budget as follows:

	FROM:	TO:
003-1602-55010 Park Fund, Maintenance & Operations, Regular Salaries	\$191,011.85	
003-1601-56790 Park Fund, Director's Office, Other Contractual Services		\$ 18,600.00
003-1602-58110 Park Fund, Maintenance & Operations, Heavy Machinery & Equipment		\$ 24,156.38
003-1602-58120 Park Fund, Maintenance & Operations, Automobiles		\$109,364.00
003-1608-58060 Park Fund, Construction Services, Other Improvements		\$ 38,891.47

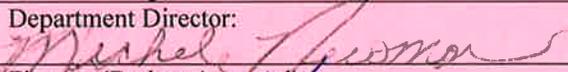
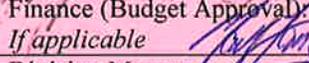
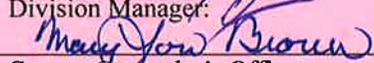
**CLEARANCE**

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department) N/A
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

**ATTACHMENTS**

Memorandum from Dianne Kimzey, Parks + Rec Department; Quotes from Bartlett & West, Musco sports Lighting, Infinite Energy Construction, Deere & Co, Professional Turf Products, Dick Smith Ford; Pertinent pages from NJPA, IADOT, National IPA Contracts and Johnson County, KS Board of County Commissioner Annotated Agenda 11/17/16 with email from Johnson County, KS Purchasing Department.

**REVIEW**

Department Director:		Date:	11-23-16
Finance (Budget Approval): If applicable		Date:	11/29/16
Division Manager:		Date:	12/1/16
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.





**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: Jessica Johnson, Purchasing Department

FROM: Dianne Kimzey, Parks + Rec Department *DK*

DATE: November 17, 2016

RE: RLA for equipment purchases and capital projects

The Parks Department is requesting legislative action necessary to approve the following purchases in the 2017 Budget:

<u>Vendor</u>	<u>Item</u>	<u>Quote</u>
Deere & Co	Gator Utility Vehicle	\$ 12,414.47
Dick Smith Ford	(4) Ford 350 Trucks	\$109,364.00
Professional Turf Products	Roller	\$ 11,741.91
Survey – McCune	Bartlett & West	\$ 18,600.00
Musco Lighting	Lights for 140 <sup>th</sup>	\$ 19,191.00
Infinite Energy Constr.	Light Installation	\$ 19,700.47
	<b>Total</b>	<b>\$191,011.85</b>

Quotes were obtained from the vendors in accordance with existing government contracts.

If you need any additional information, please do not hesitate to contact me.



*Frank White, Jr., County Executive*



November 4, 2016

Mr. Brian Nowotny  
Jackson County Parks and Recreation  
22807 Woods Chapel Road  
Blue Springs, Mo. 64015

Re: McCune property located in Sections 21 and 22, Township 50 North, Range 31 West Jackson County, Missouri.

Dear Mr. Nowotny:

Please find enclosed the proposed scope and fee to complete a property survey of a  $\pm$ 208-acre tract as shown on Exhibit "A" located in Sections 21 and 22-50-31. The proposed Scope of Services we will provide to you will be as follows:

**Scope of Services:**

- 1) Research for subject property and adjoining properties. This includes getting copies of deeds, surveys and subdivision plats of the properties that are adjacent to the subject property.
- 2) Locate and verify the existing property corners for the above mentioned property and adjoining properties.
- 3) Download survey data and complete survey calculations for the above mentioned property.
- 4) Establish subdivision line for property split as shown in provide information.
- 5) Draft a survey plat for the above mentioned property.
- 6) Set property corners for the tracts.
- 7) Submit the plat of survey to Jackson County Parks and Recreation for recording.
- 8) Provide to Mr. Nowotny 2 copies of the recorded survey plat.
- 9) Provide a property description of the above mentioned tracts.
- 10) The Boundary Survey will comply with the current ACSM standards for a property boundary survey.
- 11) Bartlett & West shall publish on the Plat of Survey the coordinates for each corner of the boundary survey. Coordinates shall be based on NAD 83 Missouri State Plane Coordinate System, West Zone.
- 12) Bartlett & West shall provide to Jackson County, a digital copy of the boundary survey.

**Schedule:**

Bartlett & West shall commence our efforts within 10 calendar days of receipt of notice to proceed and shall complete our services within 45 days after we commence, weather permitting.



**Fee:**

Bartlett and West will provide the above services on an hourly rate basis using the rates established in our current On-Call agreement with Jackson County dated November 20, 2014 and billed on a monthly basis for services performed. The total fee charged will not exceed Eighteen Thousand Six Hundred dollars (\$18,600.00).

Sincerely,



Dustin E. Kaiser, PLS  
Survey Manager

Enc. Exhibit "A"





100 1<sup>st</sup> Ave West ● PO Box 808 ● Oskaloosa, IA 52577  
 Phone: (800) 825-6020 ● Fax: (888) 397-8736  
 ●E-mail: rick.vandusseldorp@musco.com

**Project: 140<sup>th</sup> & Holmes BB Replacement Poles Proposal**

**Date: 11/16/2016**

**Attention: Tina Spallo**

**National Joint Powers Alliance**

**Master Project 170558**

**Contract # 082114-MSL**

**Expiration 9/16/2018**

**Category: Facility & MRO**

**Sub Category: Athletic Field. Court & Parking Lot Lighting Systems**

**Quotation Price-**

The fee for services rendered including: Materials, Freight and Services as listed below:

**Plus applicable sales tax.**

**Scope of Service**

Musco proposes the following service:

- NW Field A1 Pole- Musco to provide (1) 60' Light Structure Pole w/ Base, (5) 1500w SC2 Fixtures, (1) 5P Pole Top Fitter, (1) 5 Position Electrical Components Enclosure, Pole Harness: **\$10,493.00**
- SW Field A1 Pole- Musco to provide (1) 60' Sports Pole w/ Base, Replacement mounting hardware to re-mount existing cross-arm and existing Electrical Components Enclosure, Pole Harness: **\$6,248.00**
- Musco to provide a stamped foundation drawing (at time of order placement): **\$500.00**
- Freight is included.

**Total: \$17,241.00**

**Adder: Musco to provide the Labor & Lift to final aim field fixtures as needed once operational: \$1,950.00**  
**Musco highly recommends this service as technicians may need to adjust fixtures on additional poles to compensate for the new pole heights / locations.**

In connection with the Services, Musco will provide basic services as listed above. If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding.

**Notes**

- Based upon IBC 2012 115MPH EXP C Wind-speed Criteria
- Voltage to be confirmed at time of order placement.
- Confirmation of new pole locations at time of order placement.
- Contractor Scope- Assume 30" Bore, 10' Deep, 1.2 yards concrete backfill for foundations.  
 NW A1 Pole- Install foundation, Assemble new pole, stand pole, set J-Box and extend pole service wire to new pole location (if required).  
 SW A1 Pole- Remove existing pole. Install Foundation, transfer fixtures, cross-arm, ECE from existing pole to new pole, install pole harness, Stand Pole, set J-Box and extend pole service wire to new pole location (if required).

**Environmental Compliance Notice**

HID lamps contain Mercury (Hg), a hazardous substance that is regulated by state and/or federal law, and must be managed according to disposal laws. HID lamps removed from service contain mercury and will have transport arranged for delivery to a recycling facility.

### **Payment Terms**

---

Payment terms net 30 days from delivery. **Late payment will be subject to service charges of 1 ½% per month (18% APR).** Any additional materials required will be charged at an additional price. In addition, Customer shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month or portion of a month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

### **Licenses and Permits**

---

MUSCO, a non-union organization, requires Customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

### **Nonliability**

---

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Sincerely,



Rick Van Dusseldorp  
Lighting Services Sales Representative  
Musco Sports Lighting  
800-825-6020 Ext 2087  
888-397-8736 fax  
[rick.vandusseldorp@musco.com](mailto:rick.vandusseldorp@musco.com)



**Work Order Signature Document**

<b>NJPA EZIQ Contract No.: MO03A-031516-IEC</b>			
<input checked="" type="checkbox"/>	<b>New Work Order</b>	<input type="checkbox"/>	<b>Modify an Existing Work Order</b>
Work Order Number:	045550.00	Work Order Date:	11/17/2016
Owner PO No:			
Work Order Title:	Jackson County - Pole light replacement		
Owner Name:	County of Jackson	Contractor Name:	Infinite Energy Construction, Inc.
Contact:	Tina Spallo	Contact:	Tim Albertson
Phone:	816-503-4872	Phone:	816-763-7471
<b>Work to be Performed</b>			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQ Contract No MO03A-031516-IEC.			
<u>Brief Work Order Description:</u>			
Demo one existing pole light and install 2 new poles and lights.			
<b>Time of Performance</b>	<i>See Schedule Section of the Detailed Scope of Work</i>		
<b>Duration</b>			
<b>Liquidated Damages</b>	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	
<b>Work Order Firm Fixed Price: \$19,700.47</b>			
Owner Purchase Order Number:			

**Approvals**

	Date		Date
Owner		Contractor	



**Detailed Scope of Work**

**To:** Tim Albertson  
Infinite Energy Construction, Inc.  
13625 Oak St  
Kansas City, MO 64145  
816-763-7471

**From:** Tina Spallo  
County of Jackson  
415 East 12th Street, Room G-1  
Kansas City, MO 64016  
816-503-4872

**Date Printed:** November 17, 2016

**Work Order Number:** 045550.00

**Owner PO No:**

**Work Order Title:** Jackson County - Pole light replacement

**Brief Scope:** Demo one existing pole light and install 2 new poles and lights.

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

KCMO 140th & Holmes Sports Field 1) This project will consist of cutting up and hauling off 2 field lights, one has been taken down by the weather and one will be taken down by crane and disassembled for use on new pole. 2) Two Pole bases will be removed to below grade and covered with existing soil. 3) Existing electrical feeds to poles will be located, dug up, spliced and refed to new poles. 4) New Musco poles (provided by owner) will be assembled. 5) Bases will be drilled 30" in diameter and 10' deep. 6) Musco concrete pole base will be lowered into base hole, aligned and encased in concrete per Musco. 7) After curing period new 60' poles will be installed on new pole bases. 8) New conduits and wiring will be installed into the new poles. 9) Power will be applied for testing of new poles. EXCLUSIONS IN BID IEC cannot be held responsible for the lamps and ballasts either existing or owner provided. Rock Excavation Any work relating to removal of any existing hazardous materials. Bonds, fees, and allowances Utility fees Permits Taxes

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## Contractor's Price Proposal - Summary

---

**Date:** November 17, 2016

**Re:** IQC Master Contract #: MO03A-031516-IEC  
Work Order #: 045550.00  
Owner PO #:  
Title: Jackson County - Pole light replacement  
Contractor: Infinite Energy Construction, Inc.  
Proposal Value: \$19,700.47

---

---

<b>01 - General Requirements</b>	<b>\$4,085.54</b>
<b>03 - Concrete</b>	<b>\$641.67</b>
<b>26 - Electrical</b>	<b>\$12,072.14</b>
<b>31 - Earthwork</b>	<b>\$1,774.79</b>
<b>33 - Utilities</b>	<b>\$1,126.33</b>
<b>Proposal Total</b>	<b>\$19,700.47</b>

---

---

The Percentage of NPP on this Proposal: %

**Contractor's Price Proposal - Detail**

**Date:** November 17, 2016  
**Re:** IQC Master Contract #: MO03A-031516-IEC  
 Work Order #: 045550.00  
 Owner PO #:  
 Title: Jackson County - Pole light replacement  
 Contractor: Infinite Energy Construction, Inc.  
 Proposal Value: \$19,700.47

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>01 - General Requirements</b>					
1	01 22 23 00 0106		DAY	48' Bucket Truck With Full-Time Operator	\$1,873.35
				Installation	
				Quantity	Unit Price
				2.00 x	852.61 x
					Factor =
					Total
					1,873.35
				Truck for setting of new poles And Demo of old	
2	01 22 23 00 0509		DAY	4' Maximum Trench Depth, Ride-On Trencher With Full-Time Operator	\$201.74
				Installation	
				Quantity	Unit Price
				0.25 x	734.55 x
					Factor =
					Total
					201.74
3	01 22 23 00 0872		DAY	8 To 9 Ton Lift Hydraulic Crane With Full-Time Operator	\$1,138.37
				Installation	
				Quantity	Unit Price
				1.00 x	1,036.20 x
					Factor =
					Total
					1,138.37
4	01 22 23 00 1207		DAY	4 CY Rear Dump Truck With Full-Time Truck Driver	\$440.26
				Installation	
				Quantity	Unit Price
				0.50 x	801.50 x
					Factor =
					Total
					440.26
				To Haul Off spoils	
5	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$329.58
				Installation	
				Quantity	Unit Price
				2.00 x	150.00 x
					Factor =
					Total
					329.58
6	01 74 13 00 0003		CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$102.24
				Installation	
				Quantity	Unit Price
				6.00 x	15.51 x
					Factor =
					Total
					102.24
				From Digging of new poles	
<b>Subtotal for 01 - General Requirements</b>					<b>\$4,085.54</b>

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>03 - Concrete</b>					
7	03 31 13 00 0018		CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings	\$641.67
				Installation	
				Quantity	Unit Price
				4.00 x	146.02 x
					Factor =
					Total
					641.67
8	03 31 13 00 0018 0033		MOD	For 4,000 PSI Concrete, Add	\$0.00
				Installation	
				Quantity	Unit Price
				0.00 x	9.93 x
					Factor =
					Total
					0.00
<b>Subtotal for 03 - Concrete</b>					<b>\$641.67</b>

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 045550.00  
**Work Order Title:** Jackson County - Pole light replacement

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
<b>26 - Electrical</b>						
9	26 05 19 16 0124		MLF	#6 AWG Cable - Type THHN-THWN, 600 Volt Single Stranded Copper, Underground Feeder And Branch Circuit	\$633.72	
			Installation	Quantity 0.52 x Unit Price 1,109.32 x Factor 1.0986 = Total 633.72		
10	26 05 33 13 1751		LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial	\$270.26	
			Installation	Quantity 100.00 x Unit Price 2.46 x Factor 1.0986 = Total 270.26		
11	26 05 33 13 1764		EA	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial	\$92.94	
			Installation	Quantity 4.00 x Unit Price 21.15 x Factor 1.0986 = Total 92.94		
12	26 05 83 00 0125		EA	4 Port, #14 to 2, Gel Tap Splice Kit	\$434.39	
			Installation	Quantity 12.00 x Unit Price 32.95 x Factor 1.0986 = Total 434.39		
13	26 56 68 00 0011		EA	60' Steel Tapered Pole With Precast Concrete Foundation Sleeve	\$5,424.76	
		X	Installation	Quantity 2.00 x Unit Price 1,645.96 x Factor 1.0986 = Total 3,616.50		
		X	Demolition	Quantity 2.00 x Unit Price 822.98 x Factor 1.0986 = Total 1,808.25		
			Labor Only and Demo			
14	26 56 68 00 0019		EA	Four Light Bracket	\$819.78	
			Installation	Quantity 1.25 x Unit Price 596.96 x Factor 1.0986 = Total 819.78		
			One 5 light bracket instead of four			
15	26 56 68 00 0026		EA	120 or 270 Volt, Sportlite Fixtures Complete with 1,000 Watt Metal Halide Lamp, Hook Cord And Plug	\$1,894.43	
		X	Installation	Quantity 5.00 x Unit Price 344.88 x Factor 1.0986 = Total 1,894.43		
16	26 56 68 00 0026 0248		MOD	For 1,500 Watt Metal Halide Lamp, Add	\$0.00	
			Installation	Quantity 0.00 x Unit Price 7.71 x Factor 1.0986 = Total 0.00		
17	26 56 68 00 0031		EA	Electrical Component Enclosure For 5 Lights, Pole Mounted	\$2,501.86	
			Installation	Quantity 2.00 x Unit Price 1,138.66 x Factor 1.0986 = Total 2,501.86		
<b>Subtotal for 26 - Electrical</b>					<b>\$12,072.14</b>	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
<b>31 - Earthwork</b>						
18	31 13 13 00 0011		EA	>12" To 24" Diameter Stump Removal Includes excavation necessary to remove stump and loading.	\$351.84	
			Installation	Quantity 2.00 x Unit Price 160.13 x Factor 1.0986 = Total 351.84		

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 045550.00  
**Work Order Title:** Jackson County - Pole light replacement

Sect.	Item	Modifier	UOM	Description	Line Total					
Labor	Equip.	Material	(Excluded if marked with an X)							
<b>31 - Earthwork</b>										
19	31 23 16 13 0007		CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.	\$19.16					
				Quantity	Unit Price	Factor	=	Total		
			Installation	0.22	x	79.26	x	1.0986	=	19.16
				Hand loading and cleanup						
20	31 23 16 13 0044		LF	Backfill 6" Wide, 24" Deep Trench, With Compaction	\$41.75					
				Quantity	Unit Price	Factor	=	Total		
			Installation	100.00	x	0.38	x	1.0986	=	41.75
21	31 63 36 00 0012		LF	30" Hole Drilled/Auger Up To 24' Depth	\$1,362.04					
				Quantity	Unit Price	Factor	=	Total		
			Installation	20.00	x	61.99	x	1.0986	=	1,362.04
<b>Subtotal for 31 - Earthwork</b>					<b>\$1,774.79</b>					

Sect.	Item	Modifier	UOM	Description	Line Total					
Labor	Equip.	Material	(Excluded if marked with an X)							
<b>33 - Utilities</b>										
22	33 05 16 13 0108		EA	10" x 12", 15" Depth, 5,000 LB Design Load, Open Bottom, Straight Sides, Polymer Concrete Handhole Enclosure	\$1,126.33					
				Quantity	Unit Price	Factor	=	Total		
			Installation	4.00	x	256.31	x	1.0986	=	1,126.33
<b>Subtotal for 33 - Utilities</b>					<b>\$1,126.33</b>					

**Proposal Total** **\$19,700.47**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %



Quote Id: 14348447

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

LAWN & LEISURE - LEES SUMMIT  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

---

Prepared For:  
**Jackson County Parks**



*Lawn & Leisure*

www.lawnandleisure.com  
SALES SERVICE & PARTS  
SINCE 1975

*Two locations to serve you.  
Lee's Summit-Blue Springs*



**Proposal For:**  
**Jackson County Parks**

**Delivering Dealer:**

W.r. Vietze

LAWN & LEISURE - LEES SUMMIT

706 Se Blue Parkway  
Lees Summit, MO 64063

816-524-6695

KraftS@LawnandLeisure.com

**Quote Prepared By:**

w.r. vietze

816-590-9424

vietzee@lawnandleisure.com

Date: 15 November 2016

Offer Expires: 15 December 2016

---

*Confidential*



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

LAWN & LEISURE - LEES SUMMIT  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

**Quote Summary**

**Prepared For:**  
Jackson County Parks  
MO

**Delivering Dealer:**  
**LAWN & LEISURE - LEES SUMMIT**  
W.r. Vietze  
706 Se Blue Parkway  
Lees Summit, MO 64063  
Phone: 816-524-6695  
Mobile: 816-590-9424  
vietzee@lawnandleisure.com

**Quote ID:** 14348447  
**Created On:** 15 November 2016  
**Last Modified On:** 15 November 2016  
**Expiration Date:** 15 December 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Gator TH 6X4 Diesel (MY16) Contract: IA DOT Grounds Care Equipment 4425-5 (PG 0N) Price Effective Date: November 15, 2016	\$ 12,414.47 X	1 =	\$ 12,414.47
<b>Equipment Total</b>			<b>\$ 12,414.47</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 12,414.47
Trade In	
SubTotal	\$ 12,414.47
Total	\$ 12,414.47
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 12,414.47</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 14348447    Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 LAWN & LEISURE - LEES SUMMIT  
 706 Se Blue Parkway  
 Lees Summit, MO 64063  
 816-524-6695  
 KraftS@LawnandLeisure.com

## JOHN DEERE Gator TH 6X4 Diesel (MY16)

Hours:

Stock Number:

Contract: IA DOT Grounds Care Equipment 4425-5 (PG 0N)

Selling Price \*

Price Effective Date: November 15, 2016

\$ 12,414.47

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5627M	Gator TH 6X4 Diesel (MY16)	1	\$ 12,724.00	17.00	\$ 2,163.08	\$ 10,560.92	\$ 10,560.92
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1014	KT (Knobby) Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
8193	PR TH Knobby Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM22772	Cargo Box Bed Mat	1	\$ 123.06	17.00	\$ 20.92	\$ 102.14	\$ 102.14
BM23759	Cargo Box Power Lift	1	\$ 908.43	17.00	\$ 154.43	\$ 754.00	\$ 754.00
BM23989	Drawbar, 1.25 In. (38mm)	1	\$ 38.51	17.00	\$ 6.55	\$ 31.96	\$ 31.96
BM23839	Rear Receiver Hitch, 1.25 in. (38mm)	1	\$ 87.74	17.00	\$ 14.92	\$ 72.82	\$ 72.82
BM22543	Rough Terrain Kit	1	\$ 99.51	17.00	\$ 16.92	\$ 82.59	\$ 82.59
BM25000	Floor Mat	1	\$ 82.39	17.00	\$ 14.01	\$ 68.38	\$ 68.38
BM23458	Front Bumper	1	\$ 205.44	17.00	\$ 34.92	\$ 170.52	\$ 170.52
BM23457	Front Fender Guard	1	\$ 170.13	17.00	\$ 28.92	\$ 141.21	\$ 141.21
BM23799	Parts For Adjustable Driver's Seat	1	\$ 96.30	17.00	\$ 16.37	\$ 79.93	\$ 79.93
liner	Allied spray in bed liner	1	\$ 350.00	0.00	\$ 0.00	\$ 350.00	\$ 350.00
<b>Dealer Attachments Total</b>			<b>\$ 2,161.51</b>		<b>\$ 307.96</b>	<b>\$ 1,853.55</b>	<b>\$ 1,853.55</b>



**JOHN DEERE**



# Selling Equipment

Quote Id: 14348447      Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

LAWN & LEISURE - LEES SUMMIT  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

<b>Suggested Price</b>				<b>\$ 12,414.47</b>
<b>Total Selling Price</b>	<b>\$ 14,885.51</b>	<b>\$ 2,471.04</b>	<b>\$ 12,414.47</b>	<b>\$ 12,414.47</b>



Professional Turf Products, L.P.  
 10935 Eicher Dr.  
 Lenexa, Kansas 66219  
 Brad Davison  
 (888) 776-8873 ext. 5471  
 davissonb@proturf.com



Ship To	Fred Arbanas Golf Course At Longview Lakes	Date	11/15/2016
Bill To	NAT'L IPA	Tax Rate	
Contact	Bob McMillin	Destination	2.50%
Address	11100 View High Dr.	Trade-In	
City	Kansas City, MO	Finance	
State	MO	Account Type	Contract
Postal Code	64134-4124	<i>Comments:</i>	
Phone	(816) 761 9445	Toro National IPA Contract #120-535; Jackson County Participating Agency #NIPA7169	
Fax	(816) 763-3954		

**Proposal**

Qty	Model #	Description	Unit	Extended
-----	---------	-------------	------	----------

**New Option**

1	44912	Greens Pro 1240		
1	44923	LED Light Kit		
		<b>GreensPro</b>	\$	11,455.52

SubTotal	\$	11,455.52
Destination	\$	286.39
Tax (Estimated)	\$	-
<b>TOTAL</b>	\$	<b>11,741.91</b>

**Demo Option**

1	44912	Greens Pro 1240		
1	44923	LED Light Kit		
		<b>Demo GP 1240</b>	\$	10,023.64

SubTotal	\$	10,023.64
Destination	\$	250.59
Tax (Estimated)	\$	-
<b>TOTAL</b>	\$	<b>10,274.23</b>

**Comments:**

**Terms & Conditions:**

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.  
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/16 19:46:54

==>

Dealer: F53013

2017 F-SERIES SD

Page: 1 of 2

Order No: 6500 Priority: M1 Ord FIN: KD536 Order Type: 5B Price Level: 745  
Ord Code: 610A Cust/Flt Name: JACKSON COUNT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
F3B F350 4X4SDR/CSR	\$36505	\$34497.00	18B PLAT RUNNING BD	\$320	\$295.00
142" WHEELBASE			10300# GVWR PKG		
Z1 OXFORD WHITE			425 50 STATE EMISS	NC	NC
A VNYL 40/20/40			473 SNOW PLOW PKG	85	79.00
S MEDIUM EARTH GR			512 SPARE TIRE/WHL2	NC	NC
610A PREF EQUIP PKG			52B BRAKE CONTROLR	270	249.00
.XL TRIM			59H HI MNT STOP LMP	NC	NC
.TRAILER TOW PKG			JACK		
572 .AIR CONDITIONER	NC	NC			
.AM/FM STER/CLK			TOTAL BASE AND OPTIONS	38375	33824.42
996 .6.2L EFI V8 ENG	NC	NC	TOTAL	38375	33824.42
44P 6-SPD AUTOMATIC	NC	NC	*THIS IS NOT AN INVOICE*		
TD8 .LT245 BSW AS 17					
X37 3.73 REG AXLE	NC	NC	* MORE ORDER INFO NEXT PAGE *		
JOB #1 BUILD			F8=Next		

CNGP530

VEHICLE ORDER CONFIRMATION

11/03/16 19:48:05

==>

Dealer: F53013

2017 F-SERIES SD

Page: 2 of 2

Order No: 6500 Priority: M1 Ord FIN: KD536 Order Type: 5B Price Level: 745  
Ord Code: 610A Cust/Flt Name: JACKSON COUNT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
67D XTR HVY DTY ALT	NC	NC			
SP DLR ACCT ADJ		(1488.00)			
SP FLT ACCT CR		(1022.00)			
FUEL CHARGE		12.42			
B4A NET INV FLT OPT	NC	7.00			
PRICED DORA	NC	NC			
DEST AND DELIV	1195	1195.00			
TOTAL BASE AND OPTIONS	38375	33824.42			
TOTAL	38375	33824.42			
*THIS IS NOT AN INVOICE*					

2017 MACRP PRICE  
 \$27,341 each  
**GREG LOFTON**  
**DICK SMITH FORD INC**  
**COMMERCIAL SALES DEPT**  
**9505 E. 350 HIGHWAY**  
**RAYTOWN, MO 64133**  
**PHONE: 816-353-1495**  
**FAX # 816-358-4406**

Quantity 4 = \$109,364

2017  
MACPP Bids  
DICK SMITH  
FORD

Item No. 23	Type: 1-TON PICKUP, CAB "A", 4X2	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	Current Model Year MEETS SPEC Mark Yes or No Yes No
FEATURE	DESCRIPTION		
State make & model	C3500, F350, Ram 3500	Ford F350 F3A 610A	Yes
Bed	8 foot	142" wheelbase, 8' bed ✓	Yes
Cab "A"	Cab "A"	"F3A ✓	Yes
Cab to Axle	State Dimension	60"	Yes
Differential	State ratio	3.73 regular	Yes
Drive Line 4X2	Two (2) Wheel Drive	F3"A ✓	Yes
Engine	Min 8 cyl., gasoline, EFI, state liter	6.2L V8 996/44P ✓	Yes
Paint	Mfg. standard - Website	<a href="http://www.ford.com">www.ford.com</a>	Yes
Warranty	Provide Website:	<a href="http://www.fleet.ford.com/vpartsandservice/owner-manuals/">http://www.fleet.ford.com/vpartsandservice/owner-manuals/</a>	Yes

LOW  
PACKAGE  
STANDARD

<b>BID PRICING</b>	<b>TOTAL - 1-TON PICKUP, Cab "A", 4X2 - Item NO. 23</b>	Does not include floor mats You must enter pricing in the online bid page	<b>\$24,743</b>
--------------------	---	--	-----------------

**Alternative Fuel Options:**

Alternative Fuel Package: State Fuel Option and Base Price each Nel \_\_\_\_\_

Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20) \_\_\_\_\_

Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel) \_\_\_\_\_

Gas Gallon Equivalent (State how much fuel on board) \_\_\_\_\_

GGE Gas Gallon Equivalent - Option 1 State Tank Size \_\_\_\_\_ \$

GGE-Gas Gallon Equivalent - Option 2 State Tank Size \_\_\_\_\_ \$

State manufacturer and model of conversion system \_\_\_\_\_

State Current or Pending EPA or CARB Certification No. \_\_\_\_\_

If no cert no, please explain. \_\_\_\_\_

OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no) \_\_\_\_\_

Drop ship code (if applicable) \_\_\_\_\_

OPTIONAL EQUIPMENT			
Air Bag	Side	Std	\$
Air Bag	Roof rail	Std	\$
Alarm System	State manufacturer		\$
Bed	State Size	6.75' 148" wb Cab B SRW only	(\$170)
		6.75' 160" wb Cab C SRW only	(\$170)
			\$
			\$
Bed Liner	Spray on Linex or equal, state warranty, certification req.	LineX	\$420
Cab Options	Cab "B"	"X"3A SRW or X3C DRW	\$2,385
	Cab "C"	"W"3A / W3C DRW	\$3400 / \$3700
<b>Cab Step</b>	Driver side, factory	N/A	\$
	Both sides, factory	18B Cab A/B&C	\$ 299/\$345
Camera rear-view		871	\$360
Controllor	Fast Idle (As Required on Diesel Automatics)	std on diesel	\$
Diagnostic Software & Cabling		Rolunda VCM II,CFR, cable and	\$3,100
	Engine	diagnostic software subscription for	\$
	Transmission	one-year all Ford models & systems	\$
	ABS Brakes		\$
	Electrical System		\$
	Body Module		\$
<b>Drive Line</b>	4 X 4 on SRW F3,X3,W3 "B"	<b>Cab A,B,C</b>	<b>\$ 1957, 2600, 3600</b>
	4 x 4 on DRW F3,X3,W3 "D"	<b>Cab A,B,C</b>	<b>\$ 3000, 3400, 2600</b>
Dual Rear Wheels	F3"C"	Cab A	\$1,000
	X3"C"	Cab B + cost of Cab B	\$1,200
	W3"C"	Cab C + cost of Cab C	\$1,600
Engines	List cylinders, HP, liter, fuel type		
	Diesel 99T,44W 400 HP		\$7,799
	Engine block heater	41H	\$70
			\$
			\$
Extended Warranty	State terms and Provide Website	<a href="http://www.fordprolect.ford.com">www.fordprolect.ford.com</a>	\$cost + \$100
		Any ESP at cost + \$100	\$
			\$
			\$
Fender Guides	Phillips Fender Guides or equal	Dealer	\$320
Floor Covering	Heavy duty carpeting	Dealer Cab A/ B&C	\$ 750 / 900
Floor Mats	Rubber/ Vinyl	Front / rear	\$ 165 / 165
Fifth Wheel - gooseneck hitch		53W + 15J (4wd only)	\$590
Fuel Tank	Single, 18.2 gallon (Credit)	N/A	\$
Gear Ratios	Limited Slip	X3R 3.55/X3L 3.73/X4L 4.30/X4N 4.10	\$330/330/330/340
			\$
			\$

**GREG LOFTON**  
**DICK SMITH FORD INC**  
**COMMERCIAL SALES DEPT**  
**9505 E. 350 HIGHWAY**  
**RAYTOWN, MO 64133**  
**PHONE: 816-353-1495**  
**FAX # 816-358-4406**

Item No. 23

Type: PICKUP, 1-TON, CAB "A", 4X2 (Continued)

Current Model Year

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
	<u>OPTIONAL EQUIPMENT</u>		
Key Options	Extra key price	full function key / door only key	\$ 245 / 7.00
Lighting Packages	592 roof clearance lights		\$75
Manuals	Service manuals	Helm	\$210
Mirrors	Heated	Included in 90L in base quote	\$ Included
	6" X 16" Western, one piece		\$
	7" X 10" Western, one piece		\$
			\$
Outfitter Switches		66S	\$155
	Includes extra wiring harness		\$
Power Take Off		62R + Diesel only	\$ 265 + diesel
Rust Proofing	Bidders must state brand & warranty	Undercoat only, Callex	\$325
Running Boards	Full length, factory		\$
	Driver side		\$
	Both sides	SEE CAB STEPS	\$
Seals	Cloth interior	40/20/40 Cab A&B, C 1S	\$95 / \$300
	Bucket front	cloth Cab A&B,C / vinyl Cab A only	\$499,585 / 345
Skid Plate	Factory installed	41P 4wd only	\$99
Snow Plow Package		473	\$42
Stabilizer Bar	1 1/4" front		\$
Temporary Tag		Dealer	\$3.50
Throttle	Hand Control, Locking		\$
Tow Command	Factory installed	52B SRW / Std on DRW	\$ 260 / Std
Tow Hooks	2 each	2 with 4wd	\$
Trailer Tow Package	Standard on F350		\$
Transmission Options		N/A	\$
			\$
			\$
Wheelbase Options	SRW Cab B 164", 148" / Cab B 176", 160" / DRW 8' only	2WD, If 4wd must add 4wd	\$ 2285, 2115 / 3400, 3230
Window (Rear)	Sliding	N/A	\$
Wiring	Body builder harness		\$
	<b>OPTION DELETE FROM STANDARD</b>		
	Air Conditioning	N/A	\$
	Bed Delete	66D keeping spare	(\$290)
	Cruise	not in base quote	\$
	OnStar	N/A	\$
	Power Door Locks	Delete 90L also deletes pwr windows and heated mirrors	\$ (780) / (980)
	Radio	58Y	(\$45)
	Spare Tire	51x deletes wheel also	(\$75)
	Spare Wheel		\$
	Till	N/A	\$
<b>Other Options Not Listed - Discount from MSRP - State Website For Pricing</b>			<b>5 %</b>

End of Group IV

\$ 27,341 EACH

GREG LOFTON  
 DICK SMITH FORD INC  
 COMMERCIAL SALES DEPT  
 9505 E. 350 HIGHWAY  
 RAYTOWN, MO 64133  
 PHONE: 816-353-1495  
 FAX # 816-358-4406

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 082114 # Indoor outdoor Athletic Surfacing w/ related Equip Products  
Supplies, Installation Services

MUSCO Sports Lighting, LLC  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be September 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 16<sup>th</sup> day of September, 20 14 NJPA Contract Number 082114 # MSL

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 16<sup>th</sup> day of September, 20 14 NJPA Contract Number 082114 # MSL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name MUSCO Sports LIGHTING, LLC

Vendor Authorized signature:

Luann FERREIRA

(Name printed or typed)

Title: VICE PRESIDENT

Executed this 23<sup>rd</sup> day of SEPTEMBER, 20 14 NJPA Contract Number 082114 # MSL



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Musco Sports Lighting, LLC

Questionnaire completed by: Barbara Davis

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)  
**Payment of 25% of the contract price is required with order. The contract balance is due net 30 days from shipment. Late payment will be subject to a service charge of 1.5% per month (18% APR).**
  
- 2) Identify any applicable leasing or other financing options as defined herein.  
**Musco Finance offers a Municipal Lease-Purchase Program to provide funding opportunities which many public entities need for facility improvement such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations.**  
**See Attached Supporting Documentation:**
  - **Municipal Lease-Purchase Program**  
**Musco Finance offers a commercial financing program which provides the funding opportunity many entities need for facility improvements. The program provides cost-effective means of funding essential renovations and offers flexible payment schedules to match an entity's cash flow. We also offer financing programs for Community and Volunteer Organizations, Little League organizations, and have teamed with the US Soccer Foundation to offer financing to soccer organizations so they are able to light their fields.**  
**See Attached Supporting Documentation:**
  - **Commercial Financing Program**
  - **Financing for Community and Volunteer Organizations**
  - **Musco's Finance Program for Little League**
  - **U.S. Soccer Foundation ® Lighting Finance Program**
  
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).  
**Following is Musco's sales process to be used for a NJPA awarded contract:**
  - Establish the value and price for the lighting solution with which the customer is comfortable.
  - Present information about NJPA as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process.
  - Educate the customer about NJPA benefits and the ease of using this Cooperative Purchasing Agreement.
  - Provide customer with the NJPA membership application form, assist with filling out if needed, and ensure customer knows where to submit completed application.
  - Quote & PO to reflect NJPA contract number and award expiration date.
  - Determine delivery date, manufacture, deliver and/or install product.
  - Quarterly pull report of NJPA purchases and submit. Report to show name & address of purchasing agency, NJPA member number, purchase amount, NJPA fee, order & ship date, and description of purchased product. Submit to NJPA with copy to Musco Accounting Department.
  - Upon receipt of NJPA invoice, payment will be made.

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?  
**Not Applicable.**

- 4) Do you accept the P-card procurement and payment process?  
**Musco Sports Lighting does not have the P-card procurement and payment process.**

### Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.  
**Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25" document.**  
*See Attached Supporting Documentation:*  
- *Musco Constant 25 – Terms and Conditions (M-1291-enUS-8)*
- 6) Do all warranties cover all products/equipment parts and labor?  
**Yes**
- 7) Do warranties impose usage limit restrictions?  
**No**
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?  
**Yes**
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.  
**Warranty contract does not cover: Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect invitation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical system or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).**
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?  
**All geographic regions of the United States and Canada are provided with a certified technician to perform warranty repairs.**

### Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.  
**Musco Systems and product:**  
**Light Structure Green™ for new outdoor lighting applications, engineered as 5 Easy Pieces designed to the customer's needs, which offers unequaled performance. It cuts operating costs in half, reduced off-site spill ight by 50%, eliminates 100% maintenance cost for 25 years, and provides guaranteed Constant Light™ levels.**  
**SportsCluster Green™ for outdoor and indoor retrofit applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's choice of structure, making an easy retrofit of old equipment.**

NJPA 082114-MSL

**Light-Pak™** New and retrofit applications for indoors. Energy-efficient, indoor sports lighting that operates at a choice of two energy levels for improved cost control.

**Light Structure Green™-LED Luminaire** as a light source for certain applications such as parking lots, large area, security, or egress lighting. Musco's sales team works with customers to determine if LED is the right solution for their lighting project.

*See Attached Supporting Documentation:*

- *Musco Systems to Meet Your Sports-Lighting Needs (E-1080-3)*
- *Light-Structure Green™ LED Luminaire (M-1783-enUS-1\_page8)*

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

**Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based. The price list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based upon structural code and utilizing IBC 2009, 90MPH, Exposure C.**

**Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for complete installation including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing. Installation pricing for this proposal is a discount off RS Means pricing of 5% (five percent).**

*See Attached Supporting Documentation:*

- *NJPA Pricing Spreadsheet*

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

**The percentage discount from list prices offered under this bid is 5% (five percent).**

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

**Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based.**

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

**Musco will work with the NJPA member with regard to pricing and delivery of any non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing the PO.**

- 16) Describe your NJPA customer volume rebate programs, as applicable.

**Not Applicable**

- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

**Not Applicable**

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

**Shipping and handling / freight is included in product pricing. Normal delivery is four to six weeks from notice to proceed.**

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES  NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

**Musco Sports Lighting provides an engineered-to-order system and therefore does not require an exchange and return program. However, Musco agrees that an exchange will be granted for any defective on-arrival product. Musco's 25 year warranty ensures product will perform to designed criteria.**

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

**Musco shipping & delivery and exchange & returns programs are the same for Alaska and Hawaii and any related off shore delivery as they are for the United States and Canada.**

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

**A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts on a quarterly basis.**

- **Administrative Coordinator pulls quarterly contract sales report for the cooperative purchasing award and its associated fee for that time period.**
- **Each contract project PO is checked and validated that it is an awarded contract purchase.**
- **Project awarded contract fee is validated as correct.**
- **When validation complete, report sent to cooperative purchasing contract.**
- **As a checks and balances process, Administrative Manager pulls a Method of Purchase by Type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports.**
- **Invoice documents for projects of a contract member are available for review upon request.**

Industry Specific Items

n/a

Signature: Quann Ferreira

Date: 8-19-14

Form C

NJPA 082114-MSL

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: Musco Sports Lighting, LLC

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.19.6.4	Identify how an Awarded Contract will be displayed and linked on the Proposer's website.	Heretofore, things such as this are typically accessed through a link from the organization, such as NJPA. However, Musco would consider doing so if needed.	NJPA Accepts
6.19.1	...ability to sell, service and deliver products and equipment...	Musco does not currently have contractor licenses in Idaho, Nevada and Utah. A contractor license is required to act as a General Contractor in these states. Musco is in the process of acquiring licenses in those states.	NJPA Accepts
B. 5.11 thru 5.14	Percentage Discount From Catalog or Category	Musco Sports Lighting provides an engineered-to-order system upon which RFP pricing is based.	NJPA Accepts

Proposer's Signature: *Luann Ferreris* Date: 8-19-14



**Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services**  
**Sub-Category: Athletic Field/Court and Parking Lot Lighting System**

Manufacturer: Musco Sports Lighting, LLC  
 Address: 100 1st Avenue West, PO Box 808  
 City, State, Zip Code: Oskaloosa, IA 52577  
 Contact: Amber Schulte  
 Phone: 800-756-1205 Ext. 4088  
 Fax: 800-374-6402  
 Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)  
 Federal ID #: 41-1511754

**LIGHT STRUCTURE GREEN™ (LSG) LED PRICING:**

All prices include delivery within the United States and Canada to the job site and are for lighting system materials only.  
 Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

**All prices includes 10-year product assurance & warranty program and controls & monitoring**

**FOOTBALL**

Field Size	Pole Setback	Average Maintained Light Level	Price for LED Materials	Average Maintained Light Level	Price for LED Materials
360' x 160'	50'	30 FC	\$178,312	50 FC	\$263,388
360' x 160'	70'	30 FC	\$203,976	50 FC	\$277,126
360' x 160'	100'	30 FC	\$240,938	50 FC	\$342,828
360' x 160'	120'	30 FC	\$285,126	50 FC	\$429,798

**SOCCER**

Field Size	Pole Setback	Average Maintained Light Level	Price for LED Materials	Average Maintained Light Level	Price for LED Materials
330x200	30'	30 FC	\$175,390	50 FC	\$277,682
330x200	50'	30 FC	\$213,318	50 FC	\$296,640
360x210	30'	30 FC	\$218,832	50 FC	\$294,936
360x210	50'	30 FC	\$228,618	50 FC	\$323,564
360x225	30'	30 FC	\$229,618	50 FC	\$343,272
360x225	50'	30 FC	\$229,618	50 FC	\$343,272

**BASEBALL / SOFTBALL**

Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for LED Materials	Average Maintained Light Level (Inf/Out)	Price for LED Materials
60' Base Path	200'	30/20	\$115,040	50/30	\$134,652
60' Base Path	225'	30/20	\$125,028	50/30	\$150,904
60' Base Path	250'	30/20	\$153,412	50/30	\$176,132
60' Base Path	300'	30/20	\$175,708	50/30	\$226,344
60' Base Path	320'	30/20	\$185,772	50/30	\$246,040
90' Base Path	300'	50/30	\$250,846	70/50	\$371,438
90' Base Path	325'	50/30	\$293,962	70/50	\$409,668
90' Base Path	350'	50/30	\$314,918	70/50	\$485,564
90' Base Path	320/360/320	50/30	\$329,932	70/50	\$468,328
90' Base Path	330/400/330	50/30	\$355,062	70/50	\$510,028

**TENNIS**

# Courts	Average Maintained Light Level	Price for LED Materials
2	50 FC	\$93,966
3	50 FC	\$123,664
4	50 FC	\$157,794
6	50 FC	\$218,752

**BASKETBALL - OUTDOOR**

# Courts	Average Maintained Light Level	Price for LED Materials
2	50 FC	\$82,570

**BASKETBALL - INDOOR  
BASKETBALL - INDOOR with Remote Ballast**

# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$62,900

**PARKING LOT**

Parking Lot Area	Light Level	Price for Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$55,000	.85 / sq ft

**Control Link Retro Fit**

Control Link Retro Fit (Control Module only, adapts to existing contactors)	Communication Fees	Warranty (Parts and Labor)	Price for Material
(1) Service up to 7 Zones	10 Years	10 Years	\$7,250

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Bidder reserves the right to supply upgraded technology provided it maintains the on-field lighting performance and enhances benefits.

B. During the term of this contract if the State of Minnesota Building Codes/Wind speeds change, Bidder reserves the right to adjust pricing accordingly. Quote for bid based on structural code and wind speed of IBC 2009, 90MPH, Exposure C.

A change in building code and wind speed will have a direct affect on the bid price based on percentage increase. Alternate price for increasing building code from 90 to 120 mph: State in a value of % over base pricing for each field: 30%.

C. The pricing can also include equipment installation, per section 3.01 of the specification. Labor and materials for the complete installation, including, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.

RS Means Discount to be provided: 5%

D. Manufacturers do not have to list electrical sub-contractors, however, the owner has the right to reject through the submittal process, sub-contractors not licensed or listed with the local jurisdiction.

- E. Energy cost analysis listed in the bid above shall be calculated detailing energy and maintenance cost over a 10-year life cycle.
- F. Sales tax, labor, and unloading of equipment is not included as part of the materials-only quote.
- G. Quote based on shipment of entire project together to one location. Delivery from time of order, submittal approval, and confirmation of order details including voltage and phase and pole locations is approximately 30 – 45 days.
- H. Confirmation of pole locations required prior to production, due to the built-in custom light control per luminaire.
- I. If field usage hours exceed specified annual usage hours, bidder reserves the right to adjust pricing based on relamp quantities. =
- j. This pricing list should not be considered complete and exhaustive due to the nature of each project being a unique, design-build situation.

**End of Bid**



**National Joint Powers Alliance®**

**INDEFINITE QUANTITY CONSTRUCTION AGREEMENT**

IFB NUMBER: MO03A-031516-IEC

GEOGRAPHIC AREA: MQ03A-West

This Agreement dated March 15, 2016, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Infinite Energy Construction, Inc. at the following address 13625 Oak Street, Kansas City, MO 64145

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS**

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

**ARTICLE 2. SCOPE OF WORK**

NJPA MD03A-0315L-1EC

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

### ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA:**

- a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0986

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1512

(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0708

(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1244 NJPA MOØBA - Ø 31514-1EØ  
(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1485  
(Specify to four (4) decimal places)

#### ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

#### ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

#### ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Work Order, Purchase Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance

  
Authorized Signature

Contractor (Infinite Energy Construction, Inc.)

  
Authorized Signature

Nilson Goes

Print Name

Contract Number: MO03A-031514-IEC (assigned by NJPA)

Iowa Department of Transportation  
Purchasing Section  
Contract

IA DOT  
Contract No. 4425-5

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Deere & Company of 2000 John Deere Run Cary, NC 27513 (hereinafter "Supplier").

- In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

**Description**

Percent off on the following Brand of Equipment: John Deere Ag and Frontier

**Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.**

Contact Person: Tamara Hebert  
Phone No.: 800-358-5010 ext. 2862  
Fax No.: 309-749-2313

Fed. ID No.: 36-2382580  
email: gnsbids@johndeere.com

- The parties agree that the following documents shall be considered part of this contract:
  - Agency's notice and instruction to bidders dated October 27, 2010;
  - Supplier's proposal, with attachments, if any;
  - "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
  - Agency's general and detailed plans, if any; and
  - Iowa Department of Transportation Standard Terms and Conditions
  - Debarment Certification
- Suppliers agree to begin furnishing the specified machinery, equipment, materials and supplies, or to begin providing specified services, or to begin both, as required herein, on or before the 1<sup>st</sup> day of January, 2011, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the 31<sup>st</sup> day of December, 2016.
- The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
- The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
- For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
- Supplier certifies that it is not in violation of Iowa Code section 314.2.  
**314.2 Interest in contract prohibited.** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation of the foregoing provisions shall invalidate the contract and such violation shall be complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
- Supplier certifies that it is an Equal Opportunity Employer and that it will, in the performance of this contract, comply with all state and federal laws prohibiting discrimination.
- By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1 (42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- The parties agree if Supplier fails to comply with the terms of this contract Supplier shall pay Agency as liquidated damages and not as a penalty the amount as specified in the Proposal instructions.
- Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-7-11

Dated 1-5-2011

Iowa Department of Transportation  
Operations & Finance Division  
(Agency)

By Patricia Harmeyer  
Patricia Harmeyer, Director of Purchasing

Deere & Company  
(Supplier)  
By Tamara Hebert  
(Signature)  
Tamara Hebert  
(Type or Print Name)



# Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

IADOT 4425-5

515-239-1310

Fax 515-239-1538

**January 7, 2011**

Subject: Multiple Award Contracts 4425 (MAC) for Equipment

**Notice to all political subdivisions of the State of Iowa and Surrounding States:**

Contracts 4425CN-1 thru 21 for Highway and Roadside Maintenance Equipment along with Grounds Care Equipment from all major manufacturers for a percent off current List Price may be used for your purchases of equipment. These contracts were competitively bid between Dealers and Manufacturers of all types of manufactured equipment. You will find these contracts on the following web site.

<http://www.iowadot.gov/purchasing/equipment/new equipindex.htm>

Bids will be opened at 1 P.M. on October 27, 2010, in Ames, Iowa.

If you have any questions please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jerry Giebelstein".

Jerry Giebelstein,  
Senior Purchasing Agent  
Office of Procurement and Distribution  
Phone No. 515-239-1347  
Fax No. 515-239-1538  
E-mail No. [jerry.giebelstein@dot.iowa.gov](mailto:jerry.giebelstein@dot.iowa.gov)

IADOT 4425-5

Iowa Department of Transportation (IADOT) Multiple Award Contracts (MAC) for all Subsidiaries of the State of Iowa													
Proposal 4425 let on Oct 27, 2010, Contracts Start Jan. 1, 2011 & End Dec. 31, 2017 Print on Legal Size Paper.													
See attached file for Changes													
Make	Dealer or Manufacturer	Group	Model or Series	HP or Mower Cut Width	Percent Off List	Delivery to Dealership and Setup Costs	Delivery Cost Per Loaded Mile	Delivery Starting Point	Rental Rate Per Hour	Contract	Phone Number	E-Mail Address	Web Site
John Deere Ag	Deere & Company	Compact Utility Loaders	Front Mount Loaders and Attachments	N/A	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Commercial Zero Turn	Ztraks and Attachments	48in - 72in	32% (temporary bnu 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Compact Utility Tractor	2000, 3000, 4000 Series and Attachments Compact Tractor	23HP - 68HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Compact Utility Tractor	2000, 3000, 4000 Series and Attachments Mower	23HP - 68HP	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Front Commercial	1400 and 1500 Series and Attachments	25 8HP - 37 8HP	30% (temporary bnu 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Front Mounted	1400 and 1500 Series and Attachments	25 8HP - 37 8HP	30% (temporary bnu 31Dec12)	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Pull or 3-point	Rotary Cutters and Attachments (MX, 609, 709, HX, CX)	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Toward Type	Rotary Cutters and Attachments (MX, 609, 709, HX, CX)	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Toward Type Hitch Attachment	Rotary Cutters and Attachments (MX, 609, 709, HX, CX)	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Mower Walk Behind Commercial	Gear Drive Series, Hydrostatic Drive Series and Attachments	36in - 54in	15.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 47in & 54in for X550D/X700	47in 54in 59in	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 47in & 54in for Compact Utility Tractors	47in 54in 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Snow Blower	Front Mount and Attachments 59in for Compact Utility Tractors	47in 54in 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000D Series 5000E Series	45HP - 75HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000E Series Limited	93HP - 101HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	5000M Series	65HP - 105HP	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	6000, 7000, 8000, and 9000 Series Tractors	98HP - 135HP	24.0%	\$0	\$4.00	John Deere Dealer	SE, 5M, 6D, 6M, 6R, 12 months, 400 hrs - \$17/hr*	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	6000, 7000, 8000, and 9000 Series Tractors	98HP - 135HP	24.0%	\$0	\$4.00	John Deere Dealer	7200R 7230R: 6 months, 300 hrs - \$16/hr*	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor - Ag	6000, 7000, 8000, and 9000 Series Tractors	98HP - 135HP	24.0%	\$0	\$4.00	John Deere Dealer	7200R 7230R: 12 months, 400 hrs - \$16/hr*	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Compact	Advantage Compact Utility Tractors (2305, 3005, 3032E, 3038E, 4005, 4105)	23HP - 68HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Compact	Advantage Compact Utility Tractors (2305, 3005, 3032E, 3038E, 4005, 4105)	24 1HP - 41 5HP	18.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements	Rotary Cutters, Loaders, Fall Mowers, Scrapers & Attachments	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - 3 pl. Mowers	Rotary Cutters and Attachments (MX, 609, 709, HX, CX)	5ft - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmot	915-749-0927	EngelmotStacyA@JohnDeere.com	www.JohnDeere.com

John Deere Ag	Deere & Company	Tractor Implements - Backhoes	260, 46, 375, 485, 7, 88	N/A	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Backhoes	48, 49, 595 Backhoes	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Compact Front Loaders & Attachments, 400 Series Loaders & Attachments, 300 Series Loaders & Attachments, 400 Series Loaders & Attachments	54in Blade, 366 Front Blade, 380A Front Blade (for Compact Utility Tractors)	54in - 66in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Loaders	500, 600, 700, 800 Series Loaders & Attachments	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Loaders	500, 600, 700, 800 Series Loaders & Attachments	N/A	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Mid Mount Mow	Mid Mount Mowers for Compact Utility Tractors	54in - 72in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Pull Type Mower & Attachments	Rotary Cutters, Flail Spreaders	51-20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Broom	52in Rotary Broom, 60in Rotary Broom (for X350D/X700)	52in - 60in	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	647 Tiler (for X350D/X700 Garden tractors)	48in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	655 Tiler (for 3005, 3033E, 3038E, 3203, 4005, 2320-2720, 3120, 3120 and 4105 Tractors)	48in	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	665 Tiler (for 3005, 3033E, 3038E, 3203, 4005, 2320-2720, 3120, 3120 and 4105 Tractors)	55in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	865 Tiler (for 3005, 3033E, 4005, 3520, 3120, 4105 and 4120-4320 Tractors)	65in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	3520, 3720, 4105, 4120, 4320 Tractors	73in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Rotary Tillers	561 Tiler (for 4005, 3120, 4120-4720 Tractors)	91in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Snow Blowers	Front Mount and Attachments: For Compact Utility Tractors	47in, 54in and 59in	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Implements - Snow Blowers	Front Mount and Attachments: For X500 / X700	47in, 54in and 59in	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Lawn & Garden	X300 Series and Attachments X500D/X700 Series and Attachments	17HP - 22HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Lawn & Garden	110 TIE & Attachments	25HP - 21HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Loader Backhoes	Round Cutters and Attachments (HX, 609, 709, HX, CX)	43HP	22.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Mowing	5000L 5000E Series 5000E Series Limited 5000H Series	50 - 20ft	24.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Utility	5000E Series Limited 5000H Series	43HP - 75HP 93HP - 101HP 65HP - 105HP	19.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Tractor Utility	5000H Series	65HP - 105HP	21.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Turf Aeration Units	Real Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for All	4HP - 4.3 1HP	23.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Turf Tender	Real Mowers, Special Application Mowers, Aeration, Debris Maintenance and Special Application Vehicles & Attachments for All	4HP - 4.3 1HP	23.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Utility Vehicles	CX Gator, TS Gator, TX Gator, TH 6X4 Series, HPX Series, XUV Series & Attachments for all TE Gator Series (electric) & Attachments	9.5HP - 24.6HP	17.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com
John Deere Ag	Deere & Company	Utility Vehicles	TE Gator Series (electric) & Attachments	9.5HP - 24.6HP	17.0%	\$0	\$4.00	John Deere Dealer	N/A	Stacy Engelmoht	919-749-0927	Engelmoht.StacyA@JohnDeere.com	www.JohnDeere.com

CONTRACT AMENDMENT Nat'l IPA 120-535

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4126 / FAX: (520) 791-4735  
Kristina.Tequida@tucsonaz.gov  
ISSUE DATE: Tuesday, September 06, 2016

CONTRACT: 120535  
CONTRACT AMENDMENT NUMBER: ~~THREE (3)~~ SIX (6)  
PAGE 2 of 2  
KT/car  
CONTRACT OFFICER: CHRISTINA TEQUIDA

(This page intentionally left blank.)

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THE TORO COMPANY

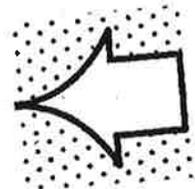
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 9th DAY OF September, 2016, AT TUCSON, ARIZONA.

Brad Hamilton 9/8/16  
Signature of person authorized to sign Date  
Brad Hamilton - general manager  
Name and Title (typed or printed legibly)  
The Toro Company  
Company Name  
8111 Lyndale Avenue S.  
Address  
Brad.Hamilton@Toro.com  
Email Address  
Bloomington MN 55420  
City State Zip

for Marcheta Gillespie  
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM  
as Director of Procurement and not personally



HERE

Contact information for Sales/Account Representative for daily business operations:

Peter Whitacre  
Name and Title (typed or printed legibly)  
952-887-7936  
Phone Number  
peter.whitacre@toro.com  
Email Address

## CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
PHONE: (520) 837-4126 / FAX: (520) 791-4735  
[Kristina.Tequida@tucsonaz.gov](mailto:Kristina.Tequida@tucsonaz.gov)  
ISSUE DATE: Tuesday, September 06, 2016

*Nat'l IPA*  
CONTRACT: 120535  
CONTRACT AMENDMENT NUMBER: ~~THREE (3)~~ SIX (6)  
PAGE 1 of 2  
KT/car  
CONTRACT OFFICER: CHRISTINA TEQUIDA

### GROUNDSKEEPING, GOLF AND SPORTSFIELDS MAINTENANCE

THIS CONTRACT IS AMENDED AS FOLLOWS:

#### ITEM ONE (1): RENEWAL

In accordance with Contract 120535, Special Terms and Conditions, paragraph 6 Term and Renewal the City is hereby exercising its renewal option for one year, **November 27, 2016 through November 26, 2017.**

\*\*\*\*\*END OF AMENDMENT\*\*\*\*\*

**OFFER AND ACCEPTANCE**

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

THE TORO COMPANY  
Company Name

8111 LYNDALE AV. S.  
Address

BLOOMINGTON MIN 55420  
City State Zip

*[Signature]*  
Signature of Person Authorized to Sign

DARREN REDETZKE  
Printed Name

VICE PRESIDENT  
Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120535.

Approved as to form this 27<sup>th</sup> day of Nov, 2012.

CITY OF TUCSON, a municipal corporation

Awarded this 26 day of November, 2012.

*[Signature]*  
As Tucson City Attorney and not personally

*[Signature]*  
As Director of Procurement and not personally

## Toro Company Pricing

*Natl IPA 120-535*

The award provides discount off Toro Commercial current year MSRP on the following Toro equipment:

- Products purchased with a traction unit: **21.8% off** current year MSRP
- Landscape Contract Equipment (LCE) available at **27% off** Toro Landscape Contractor current year MSRP
- Compact Utility Equipment (Dingo) available at **17% off** Toro Site Works current year MSRP

### **Smart Value Program:**

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. Agencies will receive their choice of Toro Commercial Division goods. This may allow for Toro® Protection Plus, additional attachments, or even a complete unit.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, [click here](#).

**BOARD OF COUNTY COMMISSIONERS**  
**ANNOTATED AGENDA**  
**Thursday, November 17, 2016**  
**9:30 AM**

Johnson County, KS  
 Annotated Agenda  
 11/17/16

CALL TO ORDER AND OPENING CEREMONIES

<b>1st District Commissioner:</b>	<b>Ronald L. Shaffer</b>	<b>Present</b>
<b>2nd District Commissioner:</b>	<b>Jim Allen</b>	<b>Present</b>
<b>3rd District Commissioner:</b>	<b>Steve Klika</b>	<b>Present</b>
<b>4th District Commissioner:</b>	<b>Jason Osterhaus</b>	<b>Present</b>
<b>5th District Commissioner:</b>	<b>Michael Ashcraft</b>	<b>Present</b>
<b>6th District Commissioner:</b>	<b>John Toplikar</b>	<b>Present</b>
<b>Chairman:</b>	<b>Ed Eilert</b>	<b>Present</b>

- Pledge of Allegiance
- Present Certificates of Achievement to the Fall 2016 Citizens Academy
- Present Pillars of Performance Certificates of Recognition to Shorey Berlin and Jaime Kernaghan of Court Services

PUBLIC COMMENTS

NOTES FOR THE RECORD

CONSENT AGENDA

1. Consider approving the October 27, 2016, business session minutes.
2. Consider approving the appointment of Kimberlee Mann as the Sixth District representative to the Commission on Aging through September 1, 2019.
3. Consider approving the annual investment policy for Johnson County, with no revenue or cost impact to the County.
4. RFP No. 2016-028. Consider authorizing a contract with Voya Financial for Retirement Plan Record Keeping and Investment Services. This contract would be a one-year term with four, one year renewals.
5. Resolution No 091-16. Consider adopting a new grants policy for Johnson County Government.
6. Resolution No. 092-16. Consider adopting a Johnson County Government purchasing policy for purchases utilizing Federal grant funds.
7. Resolution No. 093-16. Consider approving a county-wide Title VI Plan and Policy. As a Federal-aid recipient, Johnson County Government, Agencies, and Departments are required to prevent discrimination, ensure access to services, and promote inclusion in the governance of all our programs, activities, and services. In accordance with this responsibility, a county-wide Title VI Plan and Policy are necessary to comply with Title VI of the Civil Rights Act of 1964, Presidential Executive Order 12898, and Presidential Executive Order 13166.

Commissioner Klika moved to *Approve* the consent agenda, as presented. Commissioner Osterhaus seconded the motion.

**Passed 7- 0-0**

ACTION AGENDA

8. Consider authorizing the reallocation and expenditure of \$225,000 from County General fund balance (reserves) for Fiscal Year 2016 to be used for the Museum Permanent Exhibit project; and approve acceptance of reimbursement of those funds over a three-year period from 2017-2019, from future pledged donations from the Johnson County Museum Foundation.

Commissioner Osterhaus moved to *Authorize* the reallocation and expenditure of \$225,000 from the County General fund balance (reserves) for Fiscal Year 2016, to be used for the Museum Permanent Exhibit project; and *Approve* acceptance of reimbursement of those funds over a three-year period, 2017-2019, from future pledged donations of the Johnson County Museum Foundation. Commissioner Klika seconded the motion.

**Passed 7- 0-0**

9. Request for Proposal (RFP) No. 2016-070. Consider authorizing a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Permanent Exhibit Fabrication in an amount not to exceed \$858,000

Commissioner Shaffer moved to *Authorize* a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Exhibit Fabrication in an amount not to exceed \$858,000 per Request for Proposal (RFP) No. 2016-070. Commissioner Allen seconded the motion.

**Passed 5- 2-0**

10. Consider authorizing a new contract with McCownGordon Construction, LLC, (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A

Commissioner Klika moved to *Authorize* a new contract with McCownGordon Construction, LLC, (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A. Commissioner Allen seconded the motion.

**Passed 6- 0-0**

11. Invitation to Bid 2016-032. Consider authorizing a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively authorizing a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900.

Commissioner Osterhaus moved to *Authorize* a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively *Authorize* a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900 per Invitation to Bid 2016-032. Commissioner Klika seconded the motion.

**Passed 7- 0-0**

12. Invitation for Bid (IFB) No.2016-002. Consider authorizing contracts for vehicle purchases with multiple dealerships in an amount not to exceed \$2,500,000 annually with an option to renew two (2) additional one (1) year terms.

Commissioner Osterhaus moved to *Authorize* contracts for vehicle purchases to multiple dealerships in an amount not to exceed \$2,500,000.00 annually with an option to renew two (2) additional one (1) year terms per Invitation for Bid (IFB) No.2016-002. Commissioner Allen seconded the motion.

**Passed 7- 0-0**

13. Resolution No. W.D. 16-033. Conduct a public hearing and consider authorizing funds for Johnson County Wastewater (JCW) infrastructure improvement projects in an amount not to exceed \$3,725,000.

Commissioner Osterhaus moved to *Approve and Adopt* Resolution No. W.D. 16-033 thereby authorizing funds for Johnson County Wastewater infrastructure improvement projects in an amount not to exceed \$3,725,000. Commissioner Toplikar seconded the motion.

Johnson County, KS Agenda  
11/17/16

**Passed 7- 0-0**

14. Invitation for Bid (IFB) No. 2016-072. Consider authorizing a contract with Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04.

Commissioner Klika moved to *Authorize* a contract to Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04 per Invitation for Bid (IFB) 2016-072. Commissioner Allen seconded the motion.

**Passed 5- 1-0**

15. Consider adopting the 2017 Johnson County State Legislative Platform and the Johnson County Government and Cities Joint 2017 Legislative Platform.

Commissioner Klika moved to *Adopt* the 2017 Johnson County State Legislative Platform as amended Commissioner Allen seconded the motion.

**Passed 5- 1-0**

REPORTS AND COMMUNICATIONS

16. Management Reports

- a. Weekly Manager's Memo

COMMISSION COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

**Jessica M. Johnson**

---

**From:** Bauer, Dale, TFM <Dale.Bauer@jocogov.org>  
**Sent:** Friday, November 18, 2016 1:55 PM  
**To:** Jessica M. Johnson; Dowling, Brian, FAC  
**Cc:** Lynes, Robin, TFM  
**Subject:** RE: MACPP 2017 Vehicle Bid webpage

*Email from Johnson  
County, KS Purchasing.*

Good Morning Jessica

The contracts are in effect today. Ion Wave must have picked an errant date up. I will look at that next week. Sorry for any confusion.

BTW I am finding it hard f=to get your compliance forms from Olathe Toyota. I think there have been some personnel changes. Will peruse that in the future also.

Thanks

Dale

---

**From:** Jessica M. Johnson [mailto:JMJohnson@jacksongov.org]  
**Sent:** Thursday, November 17, 2016 4:03 PM  
**To:** Dowling, Brian, FAC  
**Cc:** Bauer, Dale, TFM  
**Subject:** RE: MACPP 2017 Vehicle Bid webpage

Brian,

Good afternoon. I'm hoping you can clarify something for me. I went on ionwave.net to check on the contract status and it states the effective date of the contract is 12/31/2016. I'm hoping this is a typo and the contract is effective immediately. Can you please advise?

Thank you!

v/r

Jessica M. Johnson  
Senior Buyer  
Jackson County, MO  
Purchasing Department  
816-881-3465

---

**From:** Dowling, Brian, FAC [mailto:Brian.Dowling@jocogov.org]  
**Sent:** Thursday, November 17, 2016 3:37 PM  
**To:** CityofLSFleet; [howardm@leawood.org](mailto:howardm@leawood.org); [mgoetz@leavenworthcounty.org](mailto:mgoetz@leavenworthcounty.org); [cbentzinger@ci.lenexa.ks.us](mailto:cbentzinger@ci.lenexa.ks.us); [bill.hills@opkansas.org](mailto:bill.hills@opkansas.org); [craby@ottawaks.gov](mailto:craby@ottawaks.gov); Mark Stinson; [rraines@topeka.org](mailto:rraines@topeka.org); Comtesse, Daniel, FAC; [jaten@bluespringsgov.com](mailto:jaten@bluespringsgov.com); [tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [jeffm@raytown.mo.us](mailto:jeffm@raytown.mo.us); [tvogel@bpu.com](mailto:tvogel@bpu.com); [JWood@olatheks.org](mailto:JWood@olatheks.org); [mmcullough@wycokck.org](mailto:mmcullough@wycokck.org); [gkoehler@douglas-county.com](mailto:gkoehler@douglas-county.com); Richard Steed; [mike.richards@snco.us](mailto:mike.richards@snco.us); [93Vmax@gmail.com](mailto:93Vmax@gmail.com); Kurt Phillips; Vincent R. Nelson; [mauricej@kcata.org](mailto:mauricej@kcata.org); [bbigenwalt@Topeka.org](mailto:bbigenwalt@Topeka.org); [ccdrp@aol.com](mailto:ccdrp@aol.com); Jerome Freers; Dowling, Brian, FAC; [Jfennell@waterone.org](mailto:Jfennell@waterone.org); [rdsdds@gmail.com](mailto:rdsdds@gmail.com); Rew, Todd, FAC; [egunnels@firstcity.org](mailto:egunnels@firstcity.org); [John.Alden@opkansas.org](mailto:John.Alden@opkansas.org); [triley2@wycokck.org](mailto:triley2@wycokck.org); [jbullard@bluespringsgov.com](mailto:jbullard@bluespringsgov.com);

*Email from Johnson County, KS Purchasing*

[jmock@bluespringsgov.com](mailto:jmock@bluespringsgov.com); [raaron@lawrenceks.org](mailto:raaron@lawrenceks.org); [sstoys@sunflower.com](mailto:sstoys@sunflower.com); [tunderwood@indepmo.org](mailto:tunderwood@indepmo.org);  
[jmcvay@bpu.com](mailto:jmcvay@bpu.com); [tkorgol@lenexa.com](mailto:tkorgol@lenexa.com); [teaton@lawrenceks.org](mailto:teaton@lawrenceks.org); [rogersm@raytownpolice.org](mailto:rogersm@raytownpolice.org); Daniel Williams;  
[wguthrie@gardnerkansas.gov](mailto:wguthrie@gardnerkansas.gov); [mhays@miamicountyks.org](mailto:mhays@miamicountyks.org); Keith Hemphill; [cfunk@douglascountyks.org](mailto:cfunk@douglascountyks.org); Boyd Powers;  
Rodney Arlint; Dowling, Brian, FAC; Boos, John, TFM; Nicole Averell; Russell Pankey; Tom Conrow; [rsese@indepmo.org](mailto:rsese@indepmo.org);  
[Katie.fritsch@cityofls.net](mailto:Katie.fritsch@cityofls.net); [naverell@olatheks.org](mailto:naverell@olatheks.org); [Ronnell.Simpson@kcmo.org](mailto:Ronnell.Simpson@kcmo.org); [jwaggoner@douglas-county.com](mailto:jwaggoner@douglas-county.com);  
[kregan@wycokck.org](mailto:kregan@wycokck.org); Barbara J. Casamento; [tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [beitlingp@raytownpolice.org](mailto:beitlingp@raytownpolice.org);  
[rossd@merriam.org](mailto:rossd@merriam.org); Maasen, Bill, PRK; Brown, Greg, AIR; ks.us; [katie.fritsch@cityofls.net](mailto:katie.fritsch@cityofls.net); [mark.stinson@cityofls.net](mailto:mark.stinson@cityofls.net);  
[jwaggoner@douglas-county.com](mailto:jwaggoner@douglas-county.com); Russell Pankey; Tom Conrow; Barbara J. Casamento; [tballard@jacksongov.org](mailto:tballard@jacksongov.org); Bauer,  
Dale, TFM; [sstewart@lawrenceks.org](mailto:sstewart@lawrenceks.org); [christa.battaglia@leesummit.k12.mo.us](mailto:christa.battaglia@leesummit.k12.mo.us); [jgreniewski@olatheks.org](mailto:jgreniewski@olatheks.org);  
[jwood@olatheks.org](mailto:jwood@olatheks.org); [mvelasquez@olatheks.org](mailto:mvelasquez@olatheks.org); [naverell@olatheks.org](mailto:naverell@olatheks.org); [davidg@pbpnation.org](mailto:davidg@pbpnation.org);  
[tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [beitlingp@raytownpolice.org](mailto:beitlingp@raytownpolice.org); [mtripp@waterone.org](mailto:mtripp@waterone.org); [kregan@wycokck.org](mailto:kregan@wycokck.org);  
[rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com); Butler, Chris, FAC; Comtesse, Daniel, FAC; Rew, Todd, FAC; Jessica M. Johnson;  
[gnessel@marc.org](mailto:gnessel@marc.org); [kelly@metroenergy.org](mailto:kelly@metroenergy.org); Bauer, Dale, TFM; Chalender, Jared, SHR  
**Subject:** MACPP 2017 Vehicle Bid webpage

Our Board has approved the contract and we have completed the page to access the information. Please click on the below link. It should take you directly to the web page. Please take some time to read the information in the middle of the page. There are dealer buttons on the left side of the page and links listed at the bottom of it. Please let us know if you are unable to access the page. It will take a little bit when you click on the links the first time you use them. We have combined a couple of email groups in order to get this information out to as many people involved in vehicle purchasing. If you see that we missed someone please forward this email to them. Thank you for your patience with this.

<http://www.jocogov.org/macpp-vehicle-metro-bid>

**Brian Dowling**  
**Fleet Business Analyst**  
Facilities Management Department  
111 S. Cherry Street, Suite 2100 Olathe, Kansas 66061  
Direct (913) 715-1118  
Office (913) 715-1100 | TDD 800-766-3777



[www.jocogov.org](http://www.jocogov.org) | [@jocogov](https://twitter.com/jocogov) | [F/jocogov](https://www.facebook.com/jocogov)

---

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

---

## IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

**A RESOLUTION** transferring \$552,669.00 within the 2016 Special Road and Bridge Fund and awarding contracts for the furnishing of heavy equipment, mowers, and vehicles for use by the Public Works Department to Hertz Equipment Rental of Oak Grove, MO, Hoidale Company, of Shawnee, KS, Golden Valley Tractor, Inc., of Clinton, MO, S & H Farm Supply, Inc., of Rogersville, MO, and Dick Smith Ford, of Raytown, MO, under the terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 042815-TER, GSA Contract No. GS-07F-5890R, NJPA Contract No. 070313-AGI, NJPA Contract No. 021815-CNH, MoDOT Contract No. 3-151110TV, and Johnson County, KS Contract No. 2016-002, all existing government contracts, at an actual aggregate cost to the County not to exceed \$469,178.55.

**RESOLUTION NO. 19332**, December 5, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Public Works Department desires to purchase heavy equipment and vehicles to meet departmental needs; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing is required to submit any purchase under an existing government contract which exceeds \$25,000.00 to the Legislature for approval; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of contracts for the furnishing of this equipment to Hertz Equipment Rental of Oak Grove, MO, Hoidale Company, of Shawnee, KS, Golden Valley Tractor, Inc., of Clinton, MO, S & H Farm Supply, Inc., of Rogersville, MO, and Dick Smith Ford, of Raytown, MO, under the terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 042815-TER, GSA Contract No. GS-07F-5890R, NJPA Contract No. 070313-AGI,

NJPA Contract No. 021815-CNH, MoDOT Contract No. 3-151110TV, and Johnson County, KS Contract No. 2016-002, all existing government contracts, at an actual aggregate cost to the County of \$469,178.55; and,

WHEREAS, the Director of Finance and Purchasing recommends these awards as indicated under the existing government contracts due to the higher volume discounts offered to larger entities; and,

WHEREAS, a transfer is necessary to cover the cost of this heavy equipment and these vehicles; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 Special Road and Bridge Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Special Road and Bridge Fund			
Public Works Road Maintenance			
004-1506	55010 – Regular Salaries	\$300,000	
004-1506	55020 – Seasonal Salaries	\$ 18,803	
004-1506	55060 – Insurance Benefits	\$ 89,003	
004-1506	56661 – Software Purchase	\$ 33,163	
004-1506	56750 – Education Benefits	\$ 2,000	
004-1506	57020 – Reference Books	\$ 750	
004-1506	57240 – Oil & Lubricants	\$ 7,500	
004-1506	57310 – Auto & Truck Parts	\$ 20,000	
004-1506	57320 – Equipment Parts	\$ 5,000	
004-1506	57340 – Paint	\$ 600	
004-1506	57350 – Lumber	\$ 480	

004-1506	57360 – Electrical Supplies	\$ 500	
004-1506	57440 – Rock	\$ 9,711	
004-1506	57510 – Small Tools	\$ 15,248	
004-1506	58020 – Buildings	\$ 35,403	
004-1506	58040 – Roads Program	\$ 4,052	
004-1506	58130 – Truck	\$ 5,631	
004-1506	58130 – Other Equipment	\$ 2,500	
004-1506	56160 – Meeting Expense	\$ 2,325	
004-1506	58110 – Heavy Equipment		\$469,147
004-1506	58120 – Automobiles		\$ 83,522

and,

BE IT FURTHER 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 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 contracts.

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. 19332 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 004 1506 55010  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Regular Salaries  
NOT TO EXCEED: \$300,000.00

ACCOUNT NUMBER: 004 1506 55020  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Seasonal Salaries  
NOT TO EXCEED: \$18,803.00

ACCOUNT NUMBER: 004 1506 55060  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Insurance Benefits  
NOT TO EXCEED: \$89,003.00

ACCOUNT NUMBER: 004 1506 56661  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Software Purchases  
NOT TO EXCEED: \$33,163.73

ACCOUNT NUMBER: 004 1506 56750  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Education Benefits  
NOT TO EXCEED: \$2,000.00

ACCOUNT NUMBER: 004 1506 57020  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Reference Books  
NOT TO EXCEED: \$750.00

ACCOUNT NUMBER: 004 1506 57240  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Oil & Lubricants  
NOT TO EXCEED: \$7,500.00

ACCOUNT NUMBER: 004 1506 57310  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Auto & Truck Parts  
NOT TO EXCEED: \$20,000.00

ACCOUNT NUMBER: 004 1506 57320  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Equipment Parts  
NOT TO EXCEED: \$5,000.00

ACCOUNT NUMBER: 004 1506 57340  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Paint  
NOT TO EXCEED: \$600.00

ACCOUNT NUMBER: 004 1506 57350  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Lumber  
NOT TO EXCEED: \$480.00

ACCOUNT NUMBER: 004 1506 57360  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Electrical Supplies  
NOT TO EXCEED: \$500.00

ACCOUNT NUMBER: 004 1506 57440  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Rock  
NOT TO EXCEED: \$9,711.54

ACCOUNT NUMBER: 004 1506 57510  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Small Tools  
NOT TO EXCEED: \$15,248.44

ACCOUNT NUMBER: 004 1506 58020  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Buildings  
NOT TO EXCEED: \$35,403.54

ACCOUNT NUMBER: 004 1506 58040  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Road Program  
NOT TO EXCEED: \$4,052.30

ACCOUNT NUMBER: 004 1506 58130  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Trucks  
NOT TO EXCEED: \$5,631.00

ACCOUNT NUMBER: 004 1506 58170  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Other Equipment  
NOT TO EXCEED: \$2,500.00

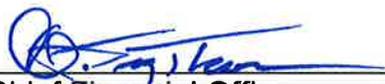
ACCOUNT NUMBER: 004 1506 56160  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Meeting Expense  
NOT TO EXCEED: \$2,325.00

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: 004 1506 58110  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Heavy Equipment  
NOT TO EXCEED: \$385,657.00

ACCOUNT NUMBER: 004 1506 58120  
ACCOUNT TITLE: Special Road & Bridge Fund  
Public Works Road Maintenance  
Automobiles  
NOT TO EXCEED: \$83,522.00

November 30, 2016  
Date

  
Chief Financial Officer

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 19332

Sponsor(s): Greg Grounds

Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Transferring \$552,668.55 within the Public Works Department Budget and authorizing the purchase of maintenance equipment, grounds equipment and vehicles under the terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 042815-TER, US General Services Administration (GSA) Contract No. GS-07F-5890R, NJPA Contract No. 070313-AGI, NJPA Contract No. 021815-CNH, Missouri Department of Transportation (MODOT) Contract No. 3-15-1110TV, Johnson County, KS Contract No. 2016-002, existing government contracts.</u></p>																																																								
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$552,669.00</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>\$552,669.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$552,669.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM:</td> <td></td> </tr> <tr> <td>004-1506-55010 Special R&amp;B Fund, PW Road Maint., Regular Salaries</td> <td>\$300,000.00</td> </tr> <tr> <td>004-1506-55020 Special R&amp;B Fund, PW Road Maint., Seasonal Salaries</td> <td>\$18,803.00</td> </tr> <tr> <td>004-1506-55060 Special R&amp;B Fund, PW Road Maint., Insurance Benefits</td> <td>\$89,000.00</td> </tr> <tr> <td>004-1506-56661 Special R&amp;B Fund, PW Road Maint., Software Purchases</td> <td>\$33,164.00</td> </tr> <tr> <td>004-1506-56750 Special R&amp;B Fund, PW Road Maint., Education Benefit</td> <td>\$2,000.00</td> </tr> <tr> <td>004-1506-57020 Special R&amp;B Fund, PW Road Maint., Reference Books</td> <td>\$750.00</td> </tr> <tr> <td>004-1506-57240 Special R&amp;B Fund, PW Road Maint., Oil &amp; Lubricants</td> <td>\$7,500.00</td> </tr> <tr> <td>004-1506-57310 Special R&amp;B Fund, PW Road Maint., Auto &amp; Truck Parts</td> <td>\$20,000.00</td> </tr> <tr> <td>004-1506-57320 Special R&amp;B Fund, PW Road Maint., Equipment Parts</td> <td>\$5,000.00</td> </tr> <tr> <td>004-1506-57340 Special R&amp;B Fund, PW Road Maint., Paint</td> <td>\$600.00</td> </tr> <tr> <td>004-1506-57350 Special R&amp;B Fund, PW Road Maint., Lumber</td> <td>\$480.00</td> </tr> <tr> <td>004-1506-57360 Special R&amp;B Fund, PW Road Maint., Electric Supplies</td> <td>\$500.00</td> </tr> <tr> <td>004-1506-57440 Special R&amp;B Fund, PW Road Maint., Rock</td> <td>\$9,712.00</td> </tr> <tr> <td>004-1506-57510 Special R&amp;B Fund, PW Road Maint., Small Tools</td> <td>\$15,248.00</td> </tr> <tr> <td>004-1506-58020 Special R&amp;B Fund, PW Road Maint., Buildings</td> <td>\$35,404.00</td> </tr> <tr> <td>004-1506-58040 Special R&amp;B Fund, PW Road Maint., Roads Program</td> <td>\$4,052.00</td> </tr> <tr> <td>004-1506-58130 Special R&amp;B Fund, PW Road Maint., Trucks</td> <td>\$5,631.00</td> </tr> <tr> <td>004-1506-58170 Special R&amp;B Fund, PW Road Maint., Other Equipment</td> <td>\$2,500.00</td> </tr> <tr> <td>004-1506-56160 Special R&amp;B Fund, PW Road Maint., Meeting Expense</td> <td>\$2,325.00</td> </tr> <tr> <td>TO:</td> <td></td> </tr> <tr> <td>004-1506-58110 Special R&amp;B Fund, PW Road Maint., Heavy Equipment</td> <td>\$469,147.00</td> </tr> <tr> <td>004-1506-58120 Special R&amp;B Fund, PW Road Maint., Automobiles</td> <td>\$83,522.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:      Department: _____ Estimated Use: \$ _____</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:	\$552,669.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$552,669.00	Amount budgeted for this item * (including transfers):	\$552,669.00	Source of funding (name of fund) and account code number:		FROM:		004-1506-55010 Special R&B Fund, PW Road Maint., Regular Salaries	\$300,000.00	004-1506-55020 Special R&B Fund, PW Road Maint., Seasonal Salaries	\$18,803.00	004-1506-55060 Special R&B Fund, PW Road Maint., Insurance Benefits	\$89,000.00	004-1506-56661 Special R&B Fund, PW Road Maint., Software Purchases	\$33,164.00	004-1506-56750 Special R&B Fund, PW Road Maint., Education Benefit	\$2,000.00	004-1506-57020 Special R&B Fund, PW Road Maint., Reference Books	\$750.00	004-1506-57240 Special R&B Fund, PW Road Maint., Oil & Lubricants	\$7,500.00	004-1506-57310 Special R&B Fund, PW Road Maint., Auto & Truck Parts	\$20,000.00	004-1506-57320 Special R&B Fund, PW Road Maint., Equipment Parts	\$5,000.00	004-1506-57340 Special R&B Fund, PW Road Maint., Paint	\$600.00	004-1506-57350 Special R&B Fund, PW Road Maint., Lumber	\$480.00	004-1506-57360 Special R&B Fund, PW Road Maint., Electric Supplies	\$500.00	004-1506-57440 Special R&B Fund, PW Road Maint., Rock	\$9,712.00	004-1506-57510 Special R&B Fund, PW Road Maint., Small Tools	\$15,248.00	004-1506-58020 Special R&B Fund, PW Road Maint., Buildings	\$35,404.00	004-1506-58040 Special R&B Fund, PW Road Maint., Roads Program	\$4,052.00	004-1506-58130 Special R&B Fund, PW Road Maint., Trucks	\$5,631.00	004-1506-58170 Special R&B Fund, PW Road Maint., Other Equipment	\$2,500.00	004-1506-56160 Special R&B Fund, PW Road Maint., Meeting Expense	\$2,325.00	TO:		004-1506-58110 Special R&B Fund, PW Road Maint., Heavy Equipment	\$469,147.00	004-1506-58120 Special R&B Fund, PW Road Maint., Automobiles	\$83,522.00
Amount authorized by this legislation this fiscal year:	\$552,669.00																																																								
Amount previously authorized this fiscal year:																																																									
Total amount authorized after this legislative action:	\$552,669.00																																																								
Amount budgeted for this item * (including transfers):	\$552,669.00																																																								
Source of funding (name of fund) and account code number:																																																									
FROM:																																																									
004-1506-55010 Special R&B Fund, PW Road Maint., Regular Salaries	\$300,000.00																																																								
004-1506-55020 Special R&B Fund, PW Road Maint., Seasonal Salaries	\$18,803.00																																																								
004-1506-55060 Special R&B Fund, PW Road Maint., Insurance Benefits	\$89,000.00																																																								
004-1506-56661 Special R&B Fund, PW Road Maint., Software Purchases	\$33,164.00																																																								
004-1506-56750 Special R&B Fund, PW Road Maint., Education Benefit	\$2,000.00																																																								
004-1506-57020 Special R&B Fund, PW Road Maint., Reference Books	\$750.00																																																								
004-1506-57240 Special R&B Fund, PW Road Maint., Oil & Lubricants	\$7,500.00																																																								
004-1506-57310 Special R&B Fund, PW Road Maint., Auto & Truck Parts	\$20,000.00																																																								
004-1506-57320 Special R&B Fund, PW Road Maint., Equipment Parts	\$5,000.00																																																								
004-1506-57340 Special R&B Fund, PW Road Maint., Paint	\$600.00																																																								
004-1506-57350 Special R&B Fund, PW Road Maint., Lumber	\$480.00																																																								
004-1506-57360 Special R&B Fund, PW Road Maint., Electric Supplies	\$500.00																																																								
004-1506-57440 Special R&B Fund, PW Road Maint., Rock	\$9,712.00																																																								
004-1506-57510 Special R&B Fund, PW Road Maint., Small Tools	\$15,248.00																																																								
004-1506-58020 Special R&B Fund, PW Road Maint., Buildings	\$35,404.00																																																								
004-1506-58040 Special R&B Fund, PW Road Maint., Roads Program	\$4,052.00																																																								
004-1506-58130 Special R&B Fund, PW Road Maint., Trucks	\$5,631.00																																																								
004-1506-58170 Special R&B Fund, PW Road Maint., Other Equipment	\$2,500.00																																																								
004-1506-56160 Special R&B Fund, PW Road Maint., Meeting Expense	\$2,325.00																																																								
TO:																																																									
004-1506-58110 Special R&B Fund, PW Road Maint., Heavy Equipment	\$469,147.00																																																								
004-1506-58120 Special R&B Fund, PW Road Maint., Automobiles	\$83,522.00																																																								
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): Prior resolutions and (date):																																																								
<b>CONTACT INFORMATION</b>	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 816-881-3465																																																								

**REQUEST SUMMARY**

The Public Works Department would like to transfer funds within their budget and purchase new equipment and vehicles as follows:

Purchase Description	Contract Information	Vendor Name & Location	Amount
Scissor Lift	NJPA 042815-TER	Hertz Equipment Rental Oak Grove, MO	\$16,880.55
Stertil-Koni Lift	GSA GS-07F-5890R	Hoidale Company Shawnee, KS	\$39,036.00
Alamo Extend-A-Kut II	NJPA 070313-AGI	Golden Valley Tractor, Inc. Clinton, MO	\$16,196.00
New Holland Tractor (4 Total)	NJPA 021815-CNH	Golden Valley Tractor, Inc. Clinton, MO	\$292,312.00
Schulte 15 ft wing cutter	MODoT 3-151110TV	S&H Farm Supply, Inc. Rogersville, MO	\$21,232.00
Ford Escape (2 Total)	Johnson County, KS 2016-002	Dick Smith Ford Raytown, MO	\$36,962.00
Ford Transit Van (2 Total)	Johnson County, KS 2016-002	Dick Smith Ford Raytown, MO	\$46,560.00
<b>Total</b>			<b>\$469,178.55</b>

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase of Scissor Lift to Hertz Equipment Rental of Oak Grove, MO under the terms and conditions of NJPA Contract No. 042815-TER, Stertil-Koni Lift to Hoidale Company of Shawnee, KS under the terms and conditions of GSA Contract No. GS-07F-5890R, Alamo Extend-A-Kut II to Golden Valley Tractor Inc. of Clinton, MO under the terms and conditions of NJPA 070313-AGI, Four New Holland Tractors to Golden Valley Tractor, Inc. of Clinton, MO under the terms and conditions of NJPA 021815-CNH, Schulte 15 foot wing cutter to S&H Farm Supply, Inc. of Rogersville, MO under the terms and conditions of MODoT Contract No. 3-151110TV, two Ford Escapes to Dick Smith Ford of Raytown, MO under the terms and conditions of Johnson County, KS Contract No. 2016-002, two Ford Transit Vans to Dick Smith Ford of Raytown, MO under the terms and conditions of Johnson County, KS Contract No. 2016-002, all existing government contracts. The Director of Finance and Purchasing recommends the purchases be made under these contracts due to the higher volume discounts offered to larger government entities and/or buying groups.

The Director of Finance and Purchasing also requests the transfer of \$552,669 within the Public Works Department's budget as follows:

	FROM:	TO:
004-1506-55010 Special R&B Fund, PW Road Maint., Regular Salaries	\$300,000.00	
004-1506-55020 Special R&B Fund, PW Road Maint., Seasonal Salaries	\$ 18,803.00	
004-1506-55060 Special R&B Fund, PW Road Maint., Insurance Benefits	\$ 89,000.00	
004-1506-56661 Special R&B Fund, PW Road Maint., Software Purchases	\$ 33,164.00	
004-1506-56750 Special R&B Fund, PW Road Maint., Education Benefit	\$ 2,000.00	
004-1506-57020 Special R&B Fund, PW Road Maint., Reference Books	\$ 750.00	
004-1506-57240 Special R&B Fund, PW Road Maint., Oil & Lubricants	\$ 7,500.00	
004-1506-57310 Special R&B Fund, PW Road Maint., Auto & Truck Parts	\$ 20,000.00	
004-1506-57320 Special R&B Fund, PW Road Maint., Equipment Parts	\$ 5,000.00	
004-1506-57340 Special R&B Fund, PW Road Maint., Paint	\$ 600.00	
004-1506-57350 Special R&B Fund, PW Road Maint., Lumber	\$ 480.00	
004-1506-57360 Special R&B Fund, PW Road Maint., Electric Supplies	\$ 500.00	
004-1506-57440 Special R&B Fund, PW Road Maint., Rock	\$ 9,712.00	
004-1506-57510 Special R&B Fund, PW Road Maint., Small Tools	\$ 15,248.00	
004-1506-58020 Special R&B Fund, PW Road Maint., Buildings	\$ 35,404.00	
004-1506-58040 Special R&B Fund, PW Road Maint., Roads Program	\$ 4,052.00	
004-1506-58130 Special R&B Fund, PW Road Maint., Truck	\$ 5,631.00	

	004-1506-58130 Special R&B Fund, PW Road Maint., Other Equipment	\$ 2,500.00	
	004-1506-56160 Special R&B Fund, PW Road Maint., Meeting Expenses	\$ 2,325.00	
	004-1506-58110 Special R&B Fund, PW Road Maint., Heavy Equipment		\$ 469,146.00
	004-1506-58120 Special R&B Fund, PW Road Maint., Automobiles		\$ 83,522.00
	Totals	\$552,669.00	\$552,669.00
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
ATTACHMENTS	Memorandum from Jim Evans, Public Works Department; Quotes from Hertz Equipment Rental, Hoidale Co., Golden Valley Tractor, S&H Farm Supply, Dick Smith Ford; Pertinent pages from NJPA, GSA, MODoT and Johnson County, KS Board of County Commissioner Annotated Agenda 11/17/16 with email from Johnson County, KS Purchasing Department; ITB 75-16 Abstract, bid recap and pertinent pages from St. Joseph Tractor's bid submission.		
REVIEW	Department Director:		Date: 11-28-2016
	Finance (Budget Approval): If applicable	Mary Rasmussen	Date: 11/29/16
	Division Manager:	Mary Jane Beemer	Date: 12/1/16
	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.

**Fiscal Note:  
Jackson County, Missouri**

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

Date: November 29, 2016 PC# \_\_\_\_\_

RES # 19332

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Special Road &amp; Bridge Fund - 004</b>			
1506 - Road & Bridge Maintenance	55010 - Regular Salaries	\$ 300,000	
1506 - Road & Bridge Maintenance	55020 - Seasonal Salaries	18,803	
1506 - Road & Bridge Maintenance	55060 - Insurance Benefits	89,003	
1506 - Road & Bridge Maintenance	56160 - Meeting Expense	2,325	
1506 - Road & Bridge Maintenance	56661 - Software Purchases	33,163	
1506 - Road & Bridge Maintenance	56750 - Education Benefits	2,000	
1506 - Road & Bridge Maintenance	57020 - Reference Books/Publications	750	
1506 - Road & Bridge Maintenance	57240 - Motor Oil & Lubricants	7,500	
1506 - Road & Bridge Maintenance	57310 - Auto & Truck Parts	20,000	
1506 - Road & Bridge Maintenance	57320 - Machinery & Equipment Parts	5,000	
1506 - Road & Bridge Maintenance	57340 - Paint & Supplies	600	
1506 - Road & Bridge Maintenance	57350 - Lumber & Supplies	480	
1506 - Road & Bridge Maintenance	57360 - Electrical Supplies	500	
1506 - Road & Bridge Maintenance	57440 - Rock	9,711	
1506 - Road & Bridge Maintenance	57510 - Small Tools & Minor Equipment	15,248	
1506 - Road & Bridge Maintenance	58020 - Buildings & Improvements	35,403	
1506 - Road & Bridge Maintenance	58040 - Roads & Highways	4,052	
1506 - Road & Bridge Maintenance	58130 - Trucks	5,631	
1506 - Road & Bridge Maintenance	58170 - Other Equipment	2,500	
1506 - Road & Bridge Maintenance	58110 - Heavy Machinery & Equipment		469,147
1506 - Road & Bridge Maintenance	58120 - Vehicles		83,522
		<u>\$ 552,669</u>	<u>\$ 552,669</u>

  
Budgeting

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: Jessica M. Johnson  
FROM: Jim Evans, Public Works – Road Maintenance  
DATE: November 23, 2016  
SUBJECT: Equipment Purchase RLA

This memo is to request the transfer of funds to purchase Tractors, Mowers, Lifts, Ford Escapes and Ford Transit Vans.

Please see the list of accounts below that the funds are being transferred **FROM & TO**.

Also, after bidding out the Bush Hog 1865E-1 bid number 75-16 which we received 6 bids, I am recommending St. Joseph Tractor which came in as the lowest bidder with meeting the required specifications and compliance.

TRANSFER FROM THESE ACCOUNTS:

ACCOUNT	ACCOUNT NAME	TRANSFER AMOUNT	REASON
55010	Regular Salaries	\$300,000.00	Have not been fully staffed
55020	Seasonal Salaries	\$18,803.00	No one has applied for job
55060	Insurance benefit	\$89,000.00	Monies left due to not fully staffed
56661	Software purchases	\$33,163.73	Monies left over at the end of the year
56750	Education benefit	\$2,000.00	Monies left over at the end of the year
57020	Reference books	\$750.00	Monies left over at the end of the year
57240	Oil & Lubricants	\$7,500.00	Monies left due to reduced fleet
57310	Auto & truck part	\$20,000.00	Monies left due to reduced fleet
57320	Equipment Parts	\$5,000.00	Monies left due to reduced fleet
57340	Paint	\$600.00	Monies left over at the end of the year
57350	Lumber	\$480.00	Monies left over at the end of the year
57360	Electric supplies	\$500.00	Monies left over at the end of the year
57440	Rock	\$9,711.54	Monies left over at the end of the year
57510	Small tools	\$15,248.44	Monies left over at the end of the year
58020	Buildings	\$35,403.54	Monies left over from auction
58040	Roads program	\$4,052.30	Monies left over at the end of the year
58130	Trucks	\$5,631.00	Monies leftover from truck purchases
58170	Other equipment	\$2,500.00	Monies leftover from truck purchases
56160	Meeting Expense	\$2,325.00	Monies left over at the end of the year
TRANSFER TOTAL:		\$552,668.55	

TRANSFER TO THESE ACCOUNTS:

ACCOUNT	ACCOUNT NAME	TRANSFER AMOUNT	REASON
58110	Heavy Equipment	\$469,146.55	Purchase new equipment
58120	Automobiles	\$83,522.00	Purchase new automobiles
TRANSFER TOTAL:		\$552,668.55	

EQUIPMENT TO PURCHASE	COST	QTY	TOTAL COST	REASON
<b>Heavy Equipment:58110</b>				
Scissor Lift	\$16,880.55	1	\$16,880.55	<b>New:</b> Change filters, lights, clean gutters etc... <b>Currently must rent</b>
Koni Lifts	\$39,036.00	1	\$39,036.00	<b>New:</b> Added 2 additional mechanics: <b>Not enough lifts</b>
Alamo Extend-A-Kut II	\$16,196.00	1	\$16,196.00	<b>New:</b> To reduce/eliminate noxious weeds on county right-a-way
New Holland Tractor: T6.155	\$73,078.00	4	\$292,312.00	<b>Replace</b> existing tractors: outdated/un-serviceable equipment
Schulte 15 ft Wing Cutter	\$21,232.00	1	\$21,232.00	<b>Replace</b> existing mowing attachments for use on new tractors
Bush Hog RMP 1865E-1: 3 point boom	\$20,872.50	4	\$83,490.00	<b>Replace</b> existing mowing attachments for use on new tractors
			\$469,146.55	
<b>Automobiles:58120</b>				
Ford Escape FWD S Model	\$18,481.00	2	\$36,962.00	<b>Replace</b> outdated/un-serviceable equipment
Ford Transit	\$23,280.00	2	\$46,560.00	<b>Replace</b> outdated/un-serviceable equipment
			\$83,522.00	

New tractors & mowers are needed to provide better customer service to the citizens of Jackson County. We've received 132 requests for mowing since June 1<sup>st</sup>. We are not able to keep up with the mowing due to the tractors/mowers being down for major/minor repairs constantly. We have operated at or about 35%-40% efficiency for most of the last two years due to these constant mechanical failures.

Existing

**WTM-10 John Deere Tractor & Mower**

Purchased: 5-12-2004

Purchase Price: \$ 35,450.00

Total maintenance cost to date: \$114,926.58

Total number of repair work orders 412

**This tractor is currently operational. Tractor & mower will be auctioned.**

Existing:

**WTM-11 John Deere Tractor & Mower**

Purchased: 5-12-2004

Purchase Price: \$ 35,450.00

Total Maintenance cost to date: \$122,108.23

Total number of repair work orders 418

**This tractor is not operational** due to an accident with a civilian vehicle, risk management is working to get the county reimbursed to make repairs. The quote for repair is \$ 23,300.00 **Tractor & mower will be auctioned.**

Existing:

**WTM-12 John Deere Tractor & Boom Mower**

Purchased: 8-14-2006

Purchase Price: \$ 61,000.00

Total Maintenance cost to date: \$161,912.50

Total number of repair work orders 390

**This tractor is not operational** because of the transmission slipping. Quote for repairs is \$25,000.00  
**Repairs will not be performed: Tractor & mower will be auctioned**

Existing:

**WTM-13 John Deere Tractor & Boom Mower**

Purchased: 8-14-2006

Purchase Price: \$ 61,000.00

Total Maintenance cost to date: \$151,842.42

Total number of repair work orders 315

**This tractor is not operational** due to a cracked transmission. Quote for repairs \$25,500.00  
**Repairs will be performed: Keeping Tractor but mower will be auctioned**

Jim Evans

Road & Bridge Administrator

**SALES QUOTE**



**HERTZ EQUIPMENT RENTAL CORPORATION**

Office: (816) 221-7788  
 Fax: (866) 999-0817  
 Cell: (816) 305-8534  
 Email: jrobinette@hertz.com

Branch #: 9422

Sales Rep: **Jeremy Robinette**

Date: 10/6/2016

**Customer Information**

Name: **Jackson County Public Works**  
 Contact: Vince Nelson  
 Address: 34900 East Old Highway 40  
 City, State: Oak Grove, MO  
 Zip: 64075  
 Phone: **(816) 847-7063**  
 Fax:

**Job Site Information**

Name:  
 Contact:  
 Address:  
 City, State:  
 Zip:  
 Phone:  
 Fax:

Qty	Description	Part Number	Unit Price	Unit of Measure	Extended Price
1	New Genie GS-2632 Scissor Lift Price Includes All Standard Specs Plus  For the following options add: Motion Alarm add \$153.90 Dual Flashing Beacons add \$273.60  Lead time (4) weeks after receipt of order		16,880.55	Ea	16,880.55
Sub Total					16,880.55
Transportation Charges					
Estimated Taxes 0.00%					0.00
<b>Estimated Total</b>					<b>\$16,880.55</b>

Sales Quote is valid through: 10/31/16

**Comments :**

*This price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of Hertz's Rental Contract or Sales Invoice.*

**QUOTATION**

No. 1040624



**SHAWNEE OFFICE**  
 6909 Martindale Road  
 Shawnee, Ks 66218  
 Sales Representative: Teresa Maxwell  
 (913) 438-1500

Phone: (913) 438-1500  
 Fax: (913) 438-1504

Proposal Submitted to:

Date: 10/06/16

Jackson County Public Works  
 Road Maintenance  
 PO Box 160  
 Grain Valley, MO 64029-0160  
 Requested By: Vince Nelson

Phone: 816-225-5259  
 Fax:  
 Email: [vnelson@jacksongov.org](mailto:vnelson@jacksongov.org)  
 Job Location: Jackson County Public Works  
 34900 E. Old US 40 Hwy  
 Oak Grove, MO 64075-0000

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2	Equipment, See "Equipment List"	\$ -	\$ 37,911.00
1	Installation, See "Scope of Work"	\$ -	
1	Incoming Freight on Major Equipment	\$ -	\$ 1,125.00
			=====
<b>NOTE: Quote based on NJPA Pricing</b>			<b>TOTAL</b>
			\$ 39,036.00

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

Payment terms and schedule:

TERMS                      AMOUNT

Deposit due with signed agreement  
 Major Equipment will be billed upon arrival at Hoidale Shop  
 Progress Billing will be utilized for on-going work.

We propose to furnish material and/or labor as listed above for the sum of \$ **39,036.00** , plus any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specifications involving extra cost will become an extra charged over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Any work involving extra charges will not be performed until an agreement is reached regarding the extra charges. This proposal is void 30 days from the above date.

NAME: Mike Keul  
 TITLE: Operations Manager

SIGNATURE: *Mike Keul 10/16/16*

**CUSTOMER ACCEPTANCE**

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payments made later than the terms listed will incur late payment charges of 1-1/2% per month or 18% per annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's Initials Required.**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUOTATION & CONTRACT**



**SHAWNEE OFFICE**  
6909 Martindale Road  
Shawnee, Ks 66218  
Sales Representative: Teresa Maxwell  
(913) 438-1500

Phone: (913) 438-1500  
Fax: (913) 438-1504

Proposal Submitted to:

Date: 10/06/16

Jackson County Public Works  
Road Maintenance  
PO Box 160

Phone: 816-225-5259  
Fax: 0  
Email: [vnelson@jacksongov.org](mailto:vnelson@jacksongov.org)  
Job Location: Jackson County Public Works  
34900 E. Old US 40 Hwy  
Oak Grove, MO 64075-0000



<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Set of Four (4) Stertil-Koni Wireless Mobile Column Lifts, 74,000# Capacity 24 Volts DC, Control Box on each Column, Adj Forks		\$ 37,911.00

=====  
\$ 37,911.00  
+FREIGHT

INITIALS OF BUYER \_\_\_\_\_

10-28-2016  
Golden Valley Tractor, Inc.  
1403 North 2<sup>nd</sup> Street  
Clinton, MO 64735  
660-885-5591 ext. 120  
Michael Friedli

Equipment bid for Jackson County, MO  
NJPA # 30910

Alamo Group NJPA Contract # = 070313-AGI

**Alamo Extend-A-Kut II 04700011**

**540 PTO, Pan Blade Carrier  
Tail Wheel Kit 00777523**

**STANDARD SPECIFICATIONS**

- ◆ 60" Cutting Width
- ◆ CAT II Three-Point Hitch
- ◆ 60-Gallon Hydraulic Reservoir
- ◆ 12'6" Maximum Reach from Right Side of Tractor
- ◆ 180° Head Tilt
- ◆ 79 HP Hydraulic Pump Attached to a Speed Inceaser
- ◆ 10-Gauge Deck with Boxed Channel Frame
- ◆ 81 HP Hydraulic Motor Directly Splined to Spindle
- ◆ 2" Spindle in a Unibody Cast Housing
- ◆ Bar Blade Carrier
- ◆ 1/2" x 4" Updraft Blades
- ◆ Front & Rear Double Chain guards

<b>Total List Price:</b>	<b>\$17,539.00</b>
<b>NJPA Contract # 070313-AGI Price:</b>	<b>\$15,352.00</b>
<b>Freight and set-up:</b>	<b>\$844.00</b>
<b>Total Contract price:</b>	<b>\$16,196.00</b>

10-28-2016  
Golden Valley Tractor, Inc.  
1403 N. 2<sup>nd</sup> Street  
Clinton, MO 64735  
Michael Friedli  
660-885-5591 ext. 120

Equipment bid for Jackson County Missouri:  
NJPA# 30910

**New Holland T6.155 New Holland Tractor:**

125 HP  
Base Package  
T4B Engine w/ Power Boost  
Cold Weather Package – Engine, Transmission Heaters  
16 x 16 40KPH Powershift Transmission  
Horizon Cab  
Air Suspension Seat  
F. Tires: 14.9R28  
R. Tires: 18.4R38  
3 Mechanical Rear Remote Valves  
Deluxe Radio w/ Bluetooth

Total List Price:	\$111,813.00
NJPA Contract # 021815 Price:	\$72,578.00
Freight, PDI, Delivery, Fuel:	\$500.00
Total:	\$73,078.00

Thanks so much!!!  
Michael Friedli



GREG LOFTON  
 DICK SMITH FORD INC  
 COMMERCIAL SALES DEPT  
 9505 E. 350 HIGHWAY  
 RAYTOWN, MO 64133  
 PHONE: 816-353-1495  
 FAX # 816-358-4406

IFB No. 2016-002 for 2017  
 Vehicles Group V

Dealer Name: Dick Smith Ford

Date: 10/04/2016

**Minimum Specifications for ALL Vans are as follows:** Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Factory Power Anti Lock Brakes, Factory Power Steering, **Factory Power Windows - All side doors**, Factory Power Door Locks, Factory Cruise Control and Tilt Wheel, Dual Sun Visors, Factory Intermittent Wipers, Standard Spare Tire for Model, 4 Radial Tires, Latching Glove Box, Inside Day/Night Mirror, Outside Standard Suspension for Model Bid, Factory AM/FM radio, Auxiliary Power Outlet, Rubber Floor Covering Front and Rear. Maintenance Free Battery, Alternator Standard per Model Bid, Heater - Standard for Model Bid, Radiator - Standard for Model Bid, Transmission - Standard for Model bid, Fuel Tank-Standard for Model Bid. Headliner - Standard per Model bid, Heater Standard per Model Bid, Outside Mirrors - Standard per Model Bid.

Item No. 25	Type: MINI-VAN - CARGO VAN	BIDDER MUST COMPLETE	Current Model Year MEETS SPEC
		MFG'S CODE &/OR DESCRIPTION	Mark Yes or No
Make Equal To	Ram CV, Transit Connect, City Express or Equal	Transit Connect Cargo 100A XL	Yes
Body Style	Cargo van	S6E (Short)	Yes
Doors-Front	2 with windows	S6E	Yes
Doors-Rear	State What was bid: S6E with no glass in rear doors	Barn doors S6E, but Liftgate E6E Opt	Yes
Doors-Side	State What was bid	Driver's & Pass side sliding door	Yes
Drive Line	State front wheel drive, rear wheel drive, all wheel drive	Front wheel drive	Yes
Engine	Min 4 cylinder, gasoline, state liter	2.5L Duratec I-4cyl gas	Yes
Paint	Standard - Provide Website for options	<a href="http://www.fordvehicles.com">www.fordvehicles.com</a>	
Warranty	State and Provide Website: <a href="http://www.fleet.ford.com/partsandservice/owner-manuals/">http://www.fleet.ford.com/partsandservice/owner-manuals/</a>		Yes
Wheelbase Dimension	State Dimension bid		

BID PRICING

TOTAL STANDARD VEHICLE BID PRICE, Mini-Van Cargo - Item No. 25

\$20,144

You must enter pricing in the online bid page

**Alternative Fuel Options:**

Alternative Fuel Package: State Fuel Option and Base Price each Net \_\_\_\_\_

Alternative Fuel Option: **Circle Applicable** - (CNG, LPG, P/H/EV, E85, B20) \_\_\_\_\_

Alternative Fuel Operation: **Circle Applicable** - (State Dedicated, Bi-Fuel or Flex Fuel) \_\_\_\_\_

Gas Gallon Equivalent (State how much fuel on board) \_\_\_\_\_

GGE Gas Gallon Equivalent - Option 1 State Tank Size \_\_\_\_\_ \$

GGE-Gas Gallon Equivalent - Option 2 State Tank Size \_\_\_\_\_ \$

State manufacturer and model of conversion system \_\_\_\_\_

State Current or Pending EPA or CARB Certification No. \_\_\_\_\_

If no cert no, please explain. \_\_\_\_\_

OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no) \_\_\_\_\_

Drop ship code (if applicable) \_\_\_\_\_

**OPTIONAL EQUIPMENT**

Air Conditioning	Aux. rear, factory installed	N/A	\$
Alarm System		65D	\$185
Back-up Alarm		76R	\$280
Carpet Flooring			
Cooler	Transmission oil cooler		\$
<u>Defroster</u>	<u>Rear window</u> INCLUDES REAR GLASS	<u>43D req rear glass 55A</u>	<u>\$ 500 / 135 w/E6&amp;E7</u>
Diagnostic Software & Cabling			
Engine		Rotunda includes onen-yr subscription	\$3,100
Transmission		to all Ford makes and systems	\$
ABS Brakes			\$
Electrical System			\$
Body Module			\$
Door Options	State options: E6E 100A liftgate includes fixed rear glass/	E7E 100A LWB/ E6F 110A SWB	\$ N/C / 965 / 1465
		E7F 110A LWB	\$2,415
			\$
Drive Line	4X4 - Factory installed	N/A	\$
			\$
			\$
Engines		N/A	\$
			\$
			\$
Extended Warranty	State Options and Provide Website	www.fordprotect.ford.com	\$
			\$
			\$
<u>Floor Mats</u>	<u>Rubber/Vinyl</u>	<u>Floor is vinyl on 100A (but) A/M mats</u>	<u>\$ front 165</u>
<u>Heater</u>	Aux. rear, factory installed	N/A	
Key Options	Extra key price	Full function 2 extra from factory 87R	\$65
			\$
Lights	Auxiliary interior-rear compartment	cargo area LED 76D	\$
Manuals	Service manuals		\$
Mirrors	Remote		\$
	Heated		\$
Outfilter Switches	Includes wiring harness		\$
Rust Proofing	Bidder must state brand & warranty, certificate required		\$
Seats	Cloth driver and passenger		\$
Stabilizer Bar			\$
Temporary Tag			\$
Traile tow		53T	\$370
<u>Windows</u>	Deep tint, privacy glass: S6E,S7E w/55A less 59D/w/59D &	<u>55A, E6E,E7E w/59D/G</u>	<u>\$ 450/541</u>
	<u>Rear window</u>	<u>55A S6 &amp; SF</u>	<u>\$270 INCLUDED ABOVE</u>
<u>Wheelbase Options</u>	State Options: SWB "S" dual rear doors no rear glass, E liftgate has rear glas	S6E, E6E, S6F, E6F	\$Incl/ 1450 / 1450
	<u>LWB: same as above</u>	<u>S7E,E7E,S7F,E7F</u>	<u>965/965/2435/2435</u>

**OPTIONAL EQUIPMENT - Continued**

<b>Other Options Not Listed - Discount from MSRP- State Website For Pricing</b>			<b>5 %</b>
---	--	--	------------

ADRIAN SHELVING # 5049 415<sup>00</sup>  
 2 BAR ALUMINUM RACK 670  
 WIRE PARTITION 336  
 SHIP THRU ADRIAN 85<sup>00</sup>

<b>OPTION DELETE FROM STANDARD</b>			
Air Conditioning	N/A		\$
Cruise Control	delete 525, keeps tilt		-170
Floor Mats	Not in base bid		\$
Power Locks	N/A		\$
Power Windows	N/A		\$
Radio	N/A		\$
Steering Wheel - Tilt & Cruise, Factory Installed	see cruise above		\$

2017  
 \$ 23,280  
 1116/16  
 Aug 2017

GREG LOFTON  
 DICK SMITH FORD INC  
 COMMERCIAL SALES DEPT  
 9505 E. 350 HIGHWAY  
 RAYTOWN, MO 64133  
 PHONE: 816-353-1495  
 FAX # 816-358-4406

IFB No. 2016-002 for 2017  
 Vehicles Group III  
 Dealer Name: Dick Smith Ford  
 Date: 10/04/2016

Minimum Specifications for ALL Utility Vehicles are as follows: Driver and Passenger Air Bags, Factory Air Conditioning, Factory Arm Rests, Auxiliary Outlet, Factory Power Anti Lock Brakes, Front and Rear Bumpers, Rear Defroster, Factory Power Door Locks, Carpet Floor Covering Front and Rear, Four Wheel Drive 4X4, Tinted Windows-All, Inside Day/Night Mirror, Outside Mirrors-low Mount Both Sides, Factory AM/FM radio, Seats-Standard for Model Bid, Standard Spare Tire for Model, Factory Power Steering, Factory Power Windows, Factory Cruise Control and Till Wheel, Dual Sun Visors, Factory Intermittent Wipers, Front and Rear Floor Mats, Latching Glove Box, Standard Suspension for Model Bid, Auxiliary Power Outlet, Tires - Steel belted radial, BSW, all season, Bumpers Front and Rear, Instrumentation Gauges -Standard per model Bid. Automatic transmission - Standard Per Model bid, Standard Front and rear Axles for Model Bid.

Item No. 15	Type: SUB-COMPACT UTILITY VEHICLE 4X4	BIDDER MUST COMPLETE MFG'S CODE & DESCRIPTION	Current Model Year MEETS SPEC	
FEATURE	DESCRIPTION		Mark Yes or No	
			Yes No	
Model Equal To	Escape, Patriot, Compass, Equinox or Equal	Ford Escape SE 200A Awd	Yes	
Body Style	4 passenger, rear seat	Std	Yes	
Engine	Minimum 4 cyl., gasoline, state liter & horsepower	1.5L 4cyl Ecoboost (99D) 168 HP	Yes	
Paint	Mfg. standard - provide color chart	www.fordvehicles.com	Yes	
Warranty	State terms - Provide Website: http://www.fleet.ford.com/partsandservice/owner-manuals/		Yes	
BID PRICING TOTAL STANDARD VEHICLE Sub Compact Utility 4X4 - ITEM NO. 15			\$21,031	✓

You must enter pricing in the online bid page

Alternative Fuel Options:

Alternative Fuel Package: State Fuel Option and Base Price each Net N/A

Alternative Fuel Option: Circle Applicable - (CNG, LPG, P/H/EV, E85, B20) \_\_\_\_\_

Alternative Fuel Operation: Circle Applicable - (State Dedicated, Bi-Fuel or Flex Fuel) \_\_\_\_\_

Gas Gallon Equivalent (State how much fuel on board) \_\_\_\_\_

GGE Gas Gallon Equivalent - Option 1 State Tank Size \_\_\_\_\_ \$

GGE-Gas Gallon Equivalent - Option 2 State Tank Size \_\_\_\_\_ \$

State manufacturer and model of conversion system \_\_\_\_\_

State Current or Pending EPA or CARB Certification No. \_\_\_\_\_

If no cert no, please explain. \_\_\_\_\_

OEM Supported (offeror has QVM or SVM status or equivalent; state yes or no) \_\_\_\_\_

Drop ship code (if applicable) \_\_\_\_\_

OPTIONAL EQUIPMENT

Air Bag	Side		\$Std
Air Bag	Roof Rail		Std
Alarm System		Aftermarket / Factory 62S "S" model	\$350 / 380
Cab Steps	Driver only, factory	N/A	\$
	Both sides, factory	N/A	\$
Daytime Running Lights			\$
Diagnostic Software & Cabling		Rolunda Diagnostics, CFR, cable & one-year subscription to all models	\$3,100
Engine			\$
Transmission		all systems	\$
ABS Brakes			\$
Electrical System			\$
Body Module			\$
Drive Options	All wheel drive	AWD std	\$
	4x2 two wheel drive: Note- "S" frt drive 2.5L 4cyl is Std	U0F "S" Frt drive/U0G SE Frt drive/	(\$2,550) \$1546
Engines	SE upgrade to:	999 2.0L Ecoboost	\$1,250
	"S" Front drive 2.5L 4cyl		(\$2,550)
Light	Aux. dome interior, header mounted	Dealer install	\$375
Key Options	Extra key price	Full function key/ door key	\$235 / 7.00
			\$
Manuals	Service manuals	Helm	\$190
Heated Mirror	Power	66W Cold Weather package	\$474
Preferred Option Pkg	4WD:	SE U9G + 201A, Titanium U9J+300A	\$1324 / \$5800
Radiator	Heavy duty	N/A	\$
Remote start / Reverse sensing		63D / 60S	\$480 / \$245
Running Boards	Driver only	N/A	\$
	Both sides	N/A	\$
Rust Proofing	Bidder must state brand & warranty	Under coat only - Caltex	\$250
Seats	Bucket, cloth	Std	\$
	Bucket, vinyl	N/A - Can add covers	\$
	Bench, cloth	N/A	\$
Security	Factory installed system	Std Passive anti-theft or 62S Perimeter	\$ Std / 380
Spare Mounting	External spare tire mount	N/A	\$
Tailgate	Electric release		\$
Temporary Tag		Dealer	\$3.50
Trailer Tow	ON SE OR Titanium requires 2.0L Ecoboost	536 + 999 (2.0L)	\$ 480 + \$1250
Transmissions		N/A	\$
			\$
Windows	Deep tint, privacy glass	924 "S" model /aftermarket tint	270 / 375
Extended Warranty	State and provide Webpage	www.fordprotect.ford.com	\$cost + \$100
		any warranty cost + \$100	\$
			\$

Page 1 of 8

Automatic transmission	N/A	\$
Carpel Delete	N/A	\$
Door Locks - Power, factory installed, 4 door	N/A	\$
OnStar	N/A	\$
Radio	N/A	\$
Windows - Power, factory installed, 4 door	N/A	\$
Wipers, intermittent	N/A	\$

Other Options Not Listed - Discount from MSRP- State Website For Pricing 5%

Item No. 15

Type: COMPACT UTILITY VEHICLE-4-DOOR, 4X4, Gasoline

"S" MODEL FRONT WHEEL DRIVE: \$18,481 each

*Greg Lofton*  
11/16/16

**GREG LOFTON  
DICK SMITH FORD INC  
COMMERCIAL SALES DEPT  
9505 E. 350 HIGHWAY  
RAYTOWN, MO 64133  
PHONE: 816-353-1495  
FAX # 816-358-4406**

Form E



NJPA 042815-TER

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 042815 MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES.

Terex USA, LLC  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance@ (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette  
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 042815-TER

NJPA Authorized signature: [Signature] Scott Vernon  
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 042815-TER

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name \_\_\_\_\_

Vendor Authorized signature: [Signature] Tom SACKETT  
(Name printed or typed)

Title: VP SALES AMERICAS

Executed this 10 day of JUNE, 20 15 NJPA Contract Number 042815-TER

# Electric Scissor Lifts

## GS™ Series

NJPA-042815-TER

Effective January<sup>1st</sup>, 2016

### Model



	List Price	NJPA Member Price
GS-1530 fixed rails with chain entry gate	\$20,035	\$11,419.95
GS-1930 fixed rails with chain entry gate	\$20,460	\$11,662.20
GS-2032 fixed rails with chain entry gate	\$23,875	\$13,608.75
GS-2632 folding rails with half height swing gate	\$29,615	\$16,880.55
GS-3232 folding rails with half height swing gate	\$43,950	\$25,051.50
GS-2046 folding rails with full height swing gate	\$27,290	\$15,555.30
GS-2646 folding rails with full height swing gate	\$29,060	\$16,564.20
GS-3246 folding rails with full height swing gate	\$38,775	\$22,101.75
GS-4047 folding rails with full height swing gate	\$50,935	\$29,032.95
Transport/Destination (each) - 1530, 1930		\$1,000
Transport/Destination (each) - 2032, 2632, 2046, 2646		\$1,320
Transport/Destination (each) - 3232, 3246		\$1,420
Transport/Destination (each) - 4047		\$1,500
Transport/Destination (each) - Alaska and Hawaii (all models)		\$2,000

### Chassis Options

AGM maintenance-free batteries	\$990	\$564.30
Automotive-style horn <sup>1</sup>	\$260	\$148.20
Biodegradable hydraulic fluid	\$325	\$185.25
Biodegradable hydraulic fluid (for GS-3232 & GS-3246)	\$380	\$216.60
Dual flashing beacons	\$480	\$273.60
Motion alarm	\$270	\$153.90
Power inverter, 800W, 24V DC, 120V AC, 60HZ 1	\$3,235	\$1,843.95

### Certification Options

EE Certification 3	\$960	\$547.20
--------------------	-------	----------

### Platform Options

Air line to platform, 3/4 in. inner diameter	\$960	\$547.20
Folding rails with half-height swing gate (GS-1530, GS-1930, GS-2032 only)	\$655	\$373.35
Platform swing gate, half-height (GS-1530, GS-1930 and GS-2032 only)	\$270	\$153.90
Padded auxiliary rail 2	\$6,490	\$3,699.30

<sup>1</sup> Not available with EE certification

2 Available on GS-1930 only

3 Not available on GS-4047

This Price List supersedes all previously published Price Lists. Product specifications and prices are subject to change without notice or obligation. All prices are in U.S. dollars and do not include freight or taxes. All sales are subject to Terex USA, LLC terms and conditions of sale. Products and services listed may be trademarks, servicemarks, or tradenames of Terex Corporation, Terex South Dakota, Inc., and/or their subsidiaries in the USA and other countries. All rights reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. Genie is a registered trademark of Terex South Dakota, Inc. in the USA and many other countries. ©2012 Terex Corporation. Updated: 7\_1\_15

GSA GS-07F-5890R

**GENERAL SERVICES ADMINISTRATION**

**Federal Supply Service**

**Authorized Federal Supply Schedule Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is: [www.GSAAdvantage.gov](http://www.GSAAdvantage.gov).*

Schedule Number: 056 Schedule Title: Buildings & Building Materials/Industrial Services & Supplies

FSC Group: 49 – Maintenance & Repair Shop Equipment Related  
Product Services Code: 4910

**Contract Number: GS-07F-5890R**

*For more information on ordering from Federal Supply Schedules go to the internet address:  
<http://www.gsa.gov/schedules>.*

**Contract Period: May 18, 2009 thru June 14, 2020**

Modification Number: PO-0055 Effective Date: 03/14/2014  
Modification Number: PO-0056 Effective Date: 04/08/2014  
Modification Number: PO-0058 Effective Date: 06/15/2015



Address: 200 Log Canoe Circle, Stevensville, MD 21666

Phone Number: 410.643.9001

Fax Number: 410.643.8901

Web site: [www.steril-koni.com](http://www.steril-koni.com)

Contact for contract administration: Kellie Boehm

Email: [kellie@steril-koni.com](mailto:kellie@steril-koni.com)

Business size: Other than small business



#1 IN HEAVY DUTY VEHICLE LIFTS



Contract Holder  
GS-07F-5890R

Automotive Material Handling Equipment

Contract End Date: June 14, 2015

Special Item Number: 253-20 - DUNS: 160914909

200 Log Canoe Circle ♦ Stevensville ♦ Maryland ♦ 410-643-9001 ♦ 800-336-6637 ♦ 410-643-8901 (fax)

2013 PRICE LIST Edition 4 July 1

**MOBILE LIFTS**

Alpha designations for the mobile columns are as follows:

The first letter following model number, i.e. ST1082 FSA, always represents the wheels. F= Fixed wheels and R = Retractable wheels

The second letter following model number, i.e. ST1082 FSA, always represents the controls. S = Superior, C = Conventional, B = Battery, W=Wireless, R=Energy Retrieval System

The third letter following model number, i.e. ST1082 FSA, always represents the forks. F= Fixed forks and A = Adjustable forks

**MOBILE LIFTS**

Model Number	Description	List Price	GSA Price 29%	GSA Price 31%	GSA Price 33.5%
<b>ST1065 MODELS:</b>			<b>1-2 Lifts</b>	<b>3-7 Lifts</b>	<b>8 and Up</b>
ST-1065-2FXV	NON STOCK Set of 4 - 60,000lbs capacity, 208 to 460 volts, 3 phase, extra wide forks to lift construction vehicles	\$52,411	\$37,491	\$36,435	\$35,115
<b>ST1085 MODELS:</b>					
<b>ST1085 WITH SYNTHETIC FIXED FRONT WHEELS :</b>					
ST-1085-1FSA	Set of 2 - 37,000lbs capacity, 208 to 460 volts, 3 phase, control box on every column. Adj forks.	\$ 20,291	\$ 14,515	\$ 14,106	\$ 13,595
ST-1085-2FSA	Set of 4 - 74,000lbs capacity, 208 to 460 volts, 3 phase, control box on every column. Adj forks.	\$ 39,435	\$ 28,209	\$ 27,414	\$ 26,421
ST-1085-3FSA	Set of 6 - 111,000lbs capacity, 208 to 460 volts, 3 phase, control box on every column. Adj forks.	\$ 58,576	\$ 41,901	\$ 40,721	\$ 39,245
<b>ST1085 WIRELESS MODELS:</b>					
ST-1085-1FWA	Set of 2 - 37,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$27,329	\$ 19,549	\$ 18,998	\$ 18,310
ST-1085-2FWA	Set of 4 - 74,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$54,658	\$39,098	\$37,997	\$36,820
ST-1085-3FWA	Set of 6 - 111,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$81,987	\$58,647	\$56,995	\$54,930
<b>ST1085 EARTHLIFT™ MODELS:</b>					
ST-1085-1FRA	Set of 2 - 37,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$28,670	\$ 20,508	\$ 19,931	\$ 19,209
ST-1085-2FRA	Set of 4 - 74,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$57,340	\$41,017	\$39,861	\$38,417
ST-1085-3FRA	Set of 6 - 111,000lbs capacity, 24 volts DC, control box on every column. Adj forks	\$86,010	\$61,525	\$59,792	\$57,626
<b>ST1100 WITH SYNTHETIC FIXED FRONT WHEELS :</b>					
ST-1100-1FSF	STOCK Set of 2 - 44,000lbs capacity, 208 to 460 volts, 3 phase, ALI/ETL, control box on every column. Fxd forks.	\$20,974	\$ 15,003	\$ 14,581	\$ 14,052
ST-1100-2FSF	STOCK Set of 4 - 88,000lbs capacity, 208 to 460 volts, 3 phase, ALI/ETL, control box on every column. Fxd forks.	\$40,803	\$29,187	\$28,365	\$27,337
ST-1100-3FSF	STOCK Set of 6 - 132,000lbs capacity, 208 to 460 volts, 3 phase, ALI/ETL, control box on every column. Fxd forks.	\$60,632	\$43,372	\$42,150	\$40,623

GSA GS-07F-5890R

**ANNUAL RENEWAL OF AGREEMENT**

Made by and Between

NJPA 070313-AG1

**Alamo Group (TX) Inc. dba Alamo Industrial (Vendor)**  
1502 E. Walnut  
Sequin, TX 78155

and

**National Joint Powers Alliance® (NJPA)**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

Whereas:

“Vendor” and “NJPA” have entered into an “Acceptance and Award #070313-AG1” for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

“Vendor” and “NJPA” hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2016 to August 20, 2017.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 8/15/16

Alamo Group (TX) Inc. dba Alamo Industrial

By: [Signature], Its: V.P. Controller

Name printed or typed: Brian Billeaucaux

Date: 8/10/16

-----

If you do not desire to extend contract, please sign below and return this agreement.  
**Discontinue: We desire to discontinue the contract.**  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



NJPA-070313-AG1

### Contract Acceptance and Award

(To be completed only by NJPA)

## NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Alamo Group (TX) Inc. dba Alamo Industrial  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be August 20, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Chad Coquette

(Name printed or typed)

Awarded this

20<sup>th</sup>

day of August 20 13

NJPA Contract Number # 070313 -AG1

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

20<sup>th</sup>

day of August 20 13

NJPA Contract Number # 070313 -AG1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

Alamo Group (TX) Inc.

Vendor Authorized signature:

Ian Burden

(Name printed or typed)

Title:

President

Executed this

23<sup>rd</sup>

day of August 20 13

NJPA Contract Number # 070313 -AG1



## NJPA DISCOUNTS 070313-AGI

PRODUCT	DISCOUNT	PRODUCT	DISCOUNT
VERSA SERIES		VERSA-PRO FLAIL	
VERSA BOOM 17	15%	VP21	15%
VERSA BOOM 20	15%		
VERSA BOOM 23	15%	SWITCHBLADE SICKLE BAR	
VERSA MOWER 60	15%	SBS5	15%
VERSA MOWER 72	15%	SBS6	15%
VERSA FLAIL 60	15%		
VERSA FLAIL 74	15%	ROTARIES	
VERSA DITCHER	15%	RX60	15%
VERSA LOADER	15%	RX72	15%
VERSA INTERCHANGE UNIT	15%	RX72HD	15%
		RX84	15%
SAMURAI	15%	RX96	15%
SA18	15%		
SA22	15%	FLEX-WING ROTARIES	
SA25	15%	EG10	15%
		EG15	15%
MACHETE 2	15%	EG20	15%
MB18	15%		
MB22	15%	EXTEN-A-KUT II	15%
MB25	15%		
		GRASS KING FLAILS	
MACHETE-FRONT MOUNT	15%	GK62	15%
MB21	15%	GK74	15%
MB24	15%		
		MAVERICK BOOM	
REAR MOUNT BOOMS	15%	MV24	15%
RM17	15%	MV30	15%
RM20	15%		
RM23	15%	MC CONNELL UNITS	15%
HYDRO FLAILS	15%	SUPER-HEAVY DUTY FLAIL	15%
HY88	15%	SHD62	15%
HY96	15%	SHD74	15%
		SHD88	15%
HYDRO ROTARIES	15%	SHD96	15%
FALCON 10	15%		
FALCON 15	15%	RIDGERUNNER	0%
INTERSTATER	15%		
IS 60" (SINGLE WING)	15%	TURNKEY TRACTORS	15%
IS 74" (SINGLE WING)	15%		
IS 88" (SINGLE WING)	15%		
IN17 (DUAL WING)	15%		
IN19 (DUAL WING)	15%		
IN21 (DUAL WING)	15%	ALL PARTS	2%

EFFECTIVE DATE: 5/1/16

Form E



NJPA 021815-CNH

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815 # AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

CNH Industrial America, LLC

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 17<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth-year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette  
(Name printed or typed)

Awarded this 17<sup>th</sup> day of March, 20 15 NJPA Contract Number 021815-CNH

NJPA Authorized signature:

NJPA Board Member

Scott Veronen  
(Name printed or typed)

Executed this 17<sup>th</sup> day of March, 20 15 NJPA Contract Number 021815-CNH

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CNH INDUSTRIAL AMERICA, LLC

Vendor Authorized signature: Patricia Lardie PATRICIA LARDIE  
(Name printed or typed)

Title: NATIONAL GOVERNMENT ACCOUNTS MANAGER

Executed this 7<sup>th</sup> day of APRIL, 20 15 NJPA Contract Number 021815-CNH



**National Joint Powers Alliance**  
**Contract # 021815**  
**Effective 05/01/15 - 04/30/19**  
**New Holland Equipment**  
**For United States**



NJPA 021815-CNH

Model	Tier	List Discount for Members	Price & Data Pages Dated	Model	Tier	List Discount for Members	Price & Data Pages Dated
BOOMER 24	4	28%	9/1/2015	T8.320	4B	35%	10/1/2015
BOOMER 33	4B	28%	9/1/2015	T8..350	4B	35%	10/1/2015
BOOMER 37	4B	28%	9/1/2015	T8.380	4B	35%	10/1/2015
BOOMER 41	4B	28%	9/1/2015	T8.410	4B	35%	10/1/2015
BOOMER 47	4B	28%	9/1/2015	T8.435	4B	35%	10/1/2015
BOOMER 46D	4B	28%	9/1/2015				
BOOMER 54D	4B	28%	9/1/2015	T9.435	4B	30%	10/1/2015
				T9.480	4B	30%	10/1/2015
Work Master 33	4B	28%	9/1/2015	T9.530	4B	30%	10/1/2015
Work Master 37	4B	28%	9/1/2015	T9.565	4B	30%	10/1/2015
Work Master 50	4B	25%	9/1/2015	T9.600	4B	30%	10/1/2015
Work Master 60	4B	25%	9/1/2015	T9.645	4B	30%	10/1/2015
Work Master 70	4B	25%	9/1/2015	T9.700	4B	30%	10/1/2015
				T9 Tracks		27%	10/1/2015
Powerstar T4.65	4B	30%	9/2/2015	RST120		14%	7/1/2015
Powerstar T4.75	4B	30%	9/2/2015	RST125		14%	7/1/2015
T4.90	4B	30%	9/2/2015	Implements		25%	9/1/2015
T4.100	4B	30%	9/2/2015	805TL Loaders		25%	9/1/2015
T4.110	4B	30%	9/2/2015	600/605TL Loaders		25%	9/1/2015
T4.120	4B	30%	9/2/2015	Compact Loaders		25%	9/1/2015
T5.110	4B	30%	9/2/2015	Hay Equipment			
T5.120	4B	30%	9/2/2015	Crop Packaging		25%	9/2/2015
				Crop Preparation		25%	9/2/2015
TS6.110	4B	25%	9/2/2015				
TS6.120	4B	25%	9/2/2015	Forage Equipment			
TS6.130	4B	25%	9/2/2015	Self-Propelled		25%	9/1/2015
TS6.140	4B	25%	9/2/2015	Pull Type		25%	9/2/2015
T6.145	4B	30%	9/2/2015	Material Handling		25%	9/2/2015
T6.155	4B	30%	9/2/2015				
T6.165	4B	30%	9/2/2015	Combines		25%	10/1/2015
T6.175	4B	30%	9/2/2015				
T6.180	4B	30%	9/2/2015	Combine Heads		25%	10/1/2015
T6.175	4B	30%	9/2/2015				
				Seeding		25%	7/7/2015
T7.175 SWB	4B	32%	10/1/2015				
T7.190 SWB	4B	32%	10/1/2015	Telehandlers			
T7.210 SWB	4B	32%	10/1/2015	LM5.25		25%	9/1/2015
				LM6.28		25%	9/1/2015
T7.230 LWB	4B	32%	10/1/2015	LM6.32		25%	9/1/2015
T7.245 LWB	4B	32%	10/1/2015	LM7.42		25%	9/1/2015
T7.260 LWB	4B	32%	10/1/2015	LM9.35		25%	9/1/2015
T7.270 LWB	4B	32%	10/1/2015				
T7.290 HD CVT	4B	32%	10/1/2015	Sprayers		25%	7/7/2015
T7.315 HD CVT	4B	32%	10/1/2015				



105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

**Missouri Department of Transportation**

*Patrick K McKenna, Director*

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

October 4, 2016

**Contract 3-151110TV – Mowers.**

MoDOT 3-151110TV

The Missouri Department of Transportation wishes to offer to you a one-year extension to the above-referenced contract, as allowed in the original bid. **This extension will be in place through October 31, 2017.**

If you are willing to extend your pricing for that duration and agree to all other terms of the original bid, please forward a letter to my attention on your company letterhead indicating your intentions to the address below by October 25, 2016. Please note any changes in models or pricing related to the equipment you originally bid. Failure to reply to this letter will remove your company from this contract. Your letter can be submitted as a scanned document to: **tom.veasman@modot.mo.gov**

Feel free to utilize the original bid Pricing Sheets to submit your extension pricing. If you have any questions about this offer, please feel free to contact me at 573-522-4404.

Sincerely,

Tom Veasman  
Senior General Services Specialist

Missouri Dept. of Transportation  
General Services – Procurement – Tom Veasman  
P. O. Box 270  
Jefferson City, MO 65102



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)



**Farm Supply, Inc.**

6959 E US Hwy 60  
Rogersville, MO 65742  
866-815-5252

MODOT 3-151110TV

October 24, 2016

Missouri Dept of Transportation  
General Services-Procurement  
PO Box 270  
Jefferson City, MO 65102

Subject: Contract 3-151110TV – Mowers, Renewal

S&H wishes to continue participating in the subject Mower

Contract. We understand the contract will extend to

October 2017. I have included in my email

necessary changes to the equipment originally bid.

Those changes are found on original bid sheets.

Thank you for the opportunity to do business with

MODOT.

Sincerely;

  
Chris LaGrange, Sales

Missouri Department of Transportation  
Bid Tabulation of RFB 3-151110TV Mowers  
1st Renewal November 2016-October 31, 2017  
Multiple Award

MODOT 3-151110TV

VENDOR INFORMATION

**Name:** *Alamo Industrial*  
**Contact name:** Noel Pettit  
**Address Line:** 1502 E Walnut St  
**Address Line:** Seguin, TX 78155  
**Telephone #:** 800-882-5762  
**(Cell) #** 830-832-1776  
**Fax** 830-379-0864  
**Email:** [npetit@alamo-industrial.com](mailto:npetit@alamo-industrial.com)  
**Cooperative:** Yes

**Name:** *Green Climber of North America*  
**Contact name:** Martin J Halm  
**Address Line:** 500 E Cossitt Ave  
**Address Line:** Lagrange, IL 60525  
**Telephone #:** 708-354-2171  
**(Cell) #** 708-638-7396  
**Fax** 708-354-8203  
**Email:** [marty@greenclimberna.com](mailto:marty@greenclimberna.com)  
**Cooperative:** Yes

**Name:** *Kut Kwick Corporation*  
**Contact name:** Stephen L. Johnson  
**Address Line:** 1927 Newcastle St  
**Address Line:** Brunswick, GA 31520  
**Telephone #:** 912-265-1630  
**(Cell) #** N/A  
**Fax** 912-265-6774  
**Email:** [sjohnson@kutkwick.com](mailto:sjohnson@kutkwick.com)  
**Cooperative:** Yes

**Name:** *Professional Turf Products, LP*  
**Contact name:** Karl C. Kaukis  
**Address Line:** 10935 Elcher Dr  
**Address Line:** Lenexa, KS 66219  
**Telephone #:** 817-785-1900  
**(Cell) #** N/A  
**Fax** 817-785-1901  
**Email:** [sales@proturf.com](mailto:sales@proturf.com) [Kaukisk@proturf.com](mailto:Kaukisk@proturf.com)  
**Cooperative:** Yes

**Name:** *T K Industries, Inc*  
**Contact name:** Bob A. Kenison  
**Address Line:** PO Box 1045  
**Address Line:** Laramie, WY 82073  
**Telephone #:** 307-742-5141  
**(Cell) #** N/A  
**Fax** 307-742-3137  
**Email:** [tki@wvoming.com](mailto:tki@wvoming.com)  
**Cooperative:** Yes

**Name:** *Deere & Company*  
**Contact name:** Shawn Parker  
**Address Line:** 2000 John Deere Run  
**Address Line:** Cary, NC 27513  
**Telephone #:** 800-358-5010  
**(Cell) #** N/A  
**Fax** 309-749-2313  
**Email:** [CorpAcctGovSupport@johndeere.com](mailto:CorpAcctGovSupport@johndeere.com)  
**Cooperative:** Yes

**Name:** *Hall Manufacturing*  
**Contact name:** Robert Hall  
**Address Line:** PO Box 5638  
**Address Line:** North Little Rock, AR 72119  
**Telephone #:** 501-945-7550  
**(Cell) #** N/A  
**Fax** 501-945-0072  
**Email:** [rhall@bush-whacker.com](mailto:rhall@bush-whacker.com)  
**Cooperative:** Yes

**Name:** *Land Pride, a Division of Great Plains Mfg*  
**Contact name:** Dee Warren  
**Address Line:** 1525 E North Street  
**Address Line:** Sallina, KS 67401  
**Telephone #:** 785-823-3276  
**(Cell) #** 785-822-6757  
**Fax** 785-822-5601  
**Email:** [dee.warren@landpride.com](mailto:dee.warren@landpride.com)  
**Cooperative:** Yes

**Name:** *S&H Farm Supply, Inc*  
**Contact name:** Chris LaGrange  
**Address Line:** 6959 E US Hwy 60  
**Address Line:** Rogersville, MO 65742  
**Telephone #:** 417-865-5252  
**(Cell) #** 417-350-2350  
**Fax** 417-865-3864  
**Email:** [chris.lagrange@shfarmssupply.com](mailto:chris.lagrange@shfarmssupply.com)  
**Cooperative:** Yes (FOB Rogersville, MO)

**Name:** *WM Nobbe & Co*  
**Contact name:** James M. Wesbecher  
**Address Line:** 12615 State Rt A  
**Address Line:** St Genevieve, MO 63670  
**Telephone #:** 800-316-5703  
**(Cell) #** 573-883-0398  
**Fax** 573-883-5368  
**Email:** [jwesbecher@wmnobb.com](mailto:jwesbecher@wmnobb.com)  
**Cooperative:** Yes

MODOT 3-151110TV

Missouri Department of Transportation  
 Bid Tabulation of RFB 3-151110TV Mowers  
 1st Renewal November 2016-October 31, 2017  
 Multiple Award

Item #: Commercial Heavy Duty 15' Cut Three Section Rotary Mower

VENDOR INFORMATION

Vendors	S & H Farm Supply	Deere & Company	Land Pride
Make/Model	Schulte XH 1500 <small>Series 3000</small>	CX 15 (15 Foot)	RC86615-2
Price	\$ 19,978.00	\$ 18,172.61	\$ 18,041.00
Option 1 (6) Severe duty aircraft tires In lieu of laminated New/Used	\$ 527.00	Included	\$ 85.00
	New	Aircraft - STD	Used
Option 2 (6) Foam filled severe duty aircraft tires In lieu of laminated New/Used	\$ 1,090.00	N/A	\$ 772.00
	New	N/A	New
	Precision Hitch \$164.00	Wing Walking Tandom Axle \$1,997.60	Severe Duty tires \$437.00
Additional Vendor Options	Equal Angle Hitch \$50.00		
	Rear Belt C306-540 \$290.00		
% discount off MSRP	40%	25%	-
# of Days for Delivery	60-90	60-90	75
Districts Bid	All Districts	All Districts	All Districts
Standard Warranty	1 year Parts & Labor 5 year Pro-Rated Gearbox warranty	12 months	Overall Unit & Driveline: 1 year Parts & Labor Gearbox: 5 year Parts & Labor, 6th & 7th year Parts Only Hydraulic Cylinders: 1 year Parts & Labor
Specification Checklist Exceptions	None	3[DD], 7, 10, 11	3[DD], 6, 7, 10

**BOARD OF COUNTY COMMISSIONERS  
ANNOTATED AGENDA  
Thursday, November 17, 2016  
9:30 AM**

*Johnson Co. Board  
Annotated Agenda  
11/17/16*

CALL TO ORDER AND OPENING CEREMONIES

<b>1st District Commissioner:</b>	<b>Ronald L. Shaffer</b>	<b>Present</b>
<b>2nd District Commissioner:</b>	<b>Jim Allen</b>	<b>Present</b>
<b>3rd District Commissioner:</b>	<b>Steve Klika</b>	<b>Present</b>
<b>4th District Commissioner:</b>	<b>Jason Osterhaus</b>	<b>Present</b>
<b>5th District Commissioner:</b>	<b>Michael Ashcraft</b>	<b>Present</b>
<b>6th District Commissioner:</b>	<b>John Toplikar</b>	<b>Present</b>
<b>Chairman:</b>	<b>Ed Eilert</b>	<b>Present</b>

- Pledge of Allegiance
- Present Certificates of Achievement to the Fall 2016 Citizens Academy
- Present Pillars of Performance Certificates of Recognition to Shorey Berlin and Jaime Kernaghan of Court Services

PUBLIC COMMENTS

NOTES FOR THE RECORD

CONSENT AGENDA

1. Consider approving the October 27, 2016. business session minutes.
2. Consider approving the appointment of Kimberlee Mann as the Sixth District representative to the Commission on Aging through September 1, 2019.
3. Consider approving the annual investment policy for Johnson County, with no revenue or cost impact to the County.
4. RFP No. 2016-028. Consider authorizing a contract with Voya Financial for Retirement Plan Record Keeping and Investment Services. This contract would be a one-year term with four, one year renewals.
5. Resolution No 091-16. Consider adopting a new grants policy for Johnson County Government.
6. Resolution No. 092-16. Consider adopting a Johnson County Government purchasing policy for purchases utilizing Federal grant funds.
7. Resolution No. 093-16. Consider approving a county-wide Title VI Plan and Policy. As a Federal-aid recipient, Johnson County Government, Agencies, and Departments are required to prevent discrimination, ensure access to services, and promote inclusion in the governance of all our programs, activities, and services. In accordance with this responsibility, a county-wide Title VI Plan and Policy are necessary to comply with Title VI of the Civil Rights Act of 1964, Presidential Executive Order 12898, and Presidential Executive Order 13166.

Commissioner Klika moved to *Approve* the consent agenda, as presented. Commissioner Osterhaus seconded the motion.

**Passed 7- 0-0**

ACTION AGENDA

## Johnson Co, KS Board Agenda 11/17/16

8. Consider authorizing the reallocation and expenditure of \$225,000 from County General fund balance (reserves) for Fiscal Year 2016 to be used for the Museum Permanent Exhibit project; and approve acceptance of reimbursement of those funds over a three-year period from 2017-2019, from future pledged donations from the Johnson County Museum Foundation.

Commissioner Osterhaus moved to *Authorize* the reallocation and expenditure of \$225,000 from the County General fund balance (reserves) for Fiscal Year 2016, to be used for the Museum Permanent Exhibit project; and *Approve* acceptance of reimbursement of those funds over a three-year period, 2017-2019, from future pledged donations of the Johnson County Museum Foundation. Commissioner Klika seconded the motion.

**Passed 7- 0-0**

9. Request for Proposal (RFP) No. 2016-070. Consider authorizing a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Permanent Exhibit Fabrication in an amount not to exceed \$858,000

Commissioner Shaffer moved to *Authorize* a contract with McCullough Creative, Inc., for the "Becoming Johnson County" Museum Exhibit Fabrication in an amount not to exceed \$858,000 per Request for Proposal (RFP) No. 2016-070. Commissioner Allen seconded the motion.

**Passed 5- 2-0**

10. Consider authorizing a new contract with McCownGordon Construction, LLC. (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A

Commissioner Klika moved to *Authorize* a new contract with McCownGordon Construction, LLC, (MGC) for a component of the work needed for the Museum's permanent exhibit in the amount not to exceed \$210,000, through exception to competition per County Purchasing Administrative Policy #110.180 and Procedure #110.180A. Commissioner Allen seconded the motion.

**Passed 6- 0-0**

11. Invitation to Bid 2016-032. Consider authorizing a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively authorizing a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900.

Commissioner Osterhaus moved to *Authorize* a contract termination for convenience with Delta Innovative Services for construction of a roof replacement project for the Johnson County Developmental Supports (JCDS) Elmore facility and alternatively *Authorize* a contract to Premier Contracting, Inc. for construction of a roof replacement project for the JCDS facility, for a total amount not to exceed \$437,900 per Invitation to Bid 2016-032. Commissioner Klika seconded the motion.

**Passed 7- 0-0**

12. Invitation for Bid (IFB) No.2016-002. Consider authorizing contracts for vehicle purchases with multiple dealerships in an amount not to exceed \$2,500,000 annually with an option to renew two (2) additional one (1) year terms.

Commissioner Osterhaus moved to *Authorize* contracts for vehicle purchases to multiple dealerships in an amount not to exceed \$2,500,000.00 annually with an option to renew two (2) additional one (1) year terms per Invitation for Bid (IFB) No.2016-002. Commissioner Allen seconded the motion.

**Passed 7- 0-0**

13. Resolution No. W.D. 16-033. Conduct a public hearing and consider authorizing funds for Johnson County Wastewater (JCW) infrastructure improvement projects in an amount not to exceed \$3,725,000.

Commissioner Osterhaus moved to *Approve and Adopt* Resolution No. W.D. 16-033 thereby authorizing funds for Johnson County Wastewater infrastructure improvement projects in an amount not to exceed \$3,725,000. Commissioner Toplikar seconded the motion.

**Passed 7- 0-0**

Johnson Co, KS Board Agenda 11/17/16

14. Invitation for Bid (IFB) No. 2016-072. Consider authorizing a contract with Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04.

Commissioner Klika moved to *Authorize* a contract to Mega Industries for Administration Building Parking Lot Improvements, for a total amount not to exceed \$132,935.04 per Invitation for Bid (IFB) 2016-072. Commissioner Allen seconded the motion.

**Passed 5- 1-0**

15. Consider adopting the 2017 Johnson County State Legislative Platform and the Johnson County Government and Cities Joint 2017 Legislative Platform.

Commissioner Klika moved to *Adopt* the 2017 Johnson County State Legislative Platform as amended Commissioner Allen seconded the motion.

**Passed 5- 1-0**

#### REPORTS AND COMMUNICATIONS

16. Management Reports

- a. Weekly Manager's Memo

#### COMMISSION COMMENTS

#### EXECUTIVE SESSION

#### ADJOURNMENT

Jessica M. Johnson

*Email Johnson Co, KS Purchasing Dept.*

**From:** Bauer, Dale, TFM <Dale.Bauer@jocogov.org>  
**Sent:** Friday, November 18, 2016 1:55 PM  
**To:** Jessica M. Johnson; Dowling, Brian, FAC  
**Cc:** Lynes, Robin, TFM  
**Subject:** RE: MACPP 2017 Vehicle Bid webpage

Good Morning Jessica

The contracts are in effect today. Ion Wave must have picked an errant date up. I will look at that next week. Sorry for any confusion.

BTW I am finding it hard f-to get your compliance forms from Olathe Toyota. I think there have been some personnel changes. Will peruse that in the future also.

Thanks

Dale

---

**From:** Jessica M. Johnson [mailto:JMJohnson@jacksongov.org]  
**Sent:** Thursday, November 17, 2016 4:03 PM  
**To:** Dowling, Brian, FAC  
**Cc:** Bauer, Dale, TFM  
**Subject:** RE: MACPP 2017 Vehicle Bid webpage

Brian,

Good afternoon. I'm hoping you can clarify something for me. I went on ionwave.net to check on the contract status and it states the effective date of the contract is 12/31/2016. I'm hoping this is a typo and the contract is effective immediately. Can you please advise?

Thank you!

v/r  
Jessica M. Johnson  
Senior Buyer  
Jackson County, MO  
Purchasing Department  
816-881-3465

---

**From:** Dowling, Brian, FAC [mailto:Brian.Dowling@jocogov.org]  
**Sent:** Thursday, November 17, 2016 3:37 PM  
**To:** CityofLSFleet; [howardm@leawood.org](mailto:howardm@leawood.org); [mgoetz@leavenworthcounty.org](mailto:mgoetz@leavenworthcounty.org); [cbentzinger@ci.lenexa.ks.us](mailto:cbentzinger@ci.lenexa.ks.us); [bill.hills@opkansas.org](mailto:bill.hills@opkansas.org); [craby@ottawaks.gov](mailto:craby@ottawaks.gov); Mark Stinson; [rraines@topeka.org](mailto:rraines@topeka.org); Comtesse, Daniel, FAC; [jaten@bluespringsgov.com](mailto:jaten@bluespringsgov.com); [tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [jeffm@raytown.mo.us](mailto:jeffm@raytown.mo.us); [tvogel@bpu.com](mailto:tvogel@bpu.com); [JWood@olatheks.org](mailto:JWood@olatheks.org); [mmcullough@wycokck.org](mailto:mmcullough@wycokck.org); [gkoehler@douglas-county.com](mailto:gkoehler@douglas-county.com); Richard Steed; [mike.richards@snco.us](mailto:mike.richards@snco.us); [93Vmax@gmail.com](mailto:93Vmax@gmail.com); Kurt Phillips; Vincent R. Nelson; [mauricej@kcata.org](mailto:mauricej@kcata.org); [bbigenwalt@Topeka.org](mailto:bbigenwalt@Topeka.org); [ccdrp@aol.com](mailto:ccdrp@aol.com); Jerome Freers; Dowling, Brian, FAC; [Jfennell@waterone.org](mailto:Jfennell@waterone.org); [rdsdds@gmail.com](mailto:rdsdds@gmail.com); Rew, Todd, FAC; [egunnels@firstcity.org](mailto:egunnels@firstcity.org); [John.Alden@opkansas.org](mailto:John.Alden@opkansas.org); [triley2@wycokck.org](mailto:triley2@wycokck.org); [jbullard@bluespringsgov.com](mailto:jbullard@bluespringsgov.com);

**EMAIL Johnson Co, KS Purchasing Dept.**

[jmock@bluespringsgov.com](mailto:jmock@bluespringsgov.com); [raaron@lawrenceks.org](mailto:raaron@lawrenceks.org); [sstoys@sunflower.com](mailto:sstoys@sunflower.com); [tunderwood@indepmo.org](mailto:tunderwood@indepmo.org);  
[jmcvay@bpu.com](mailto:jmcvay@bpu.com); [tkorgol@lenexa.com](mailto:tkorgol@lenexa.com); [teaton@lawrenceks.org](mailto:teaton@lawrenceks.org); [rogersm@raytownpolice.org](mailto:rogersm@raytownpolice.org); Daniel Williams;  
[wguthrie@gardnerkansas.gov](mailto:wguthrie@gardnerkansas.gov); [mhays@miamicountyks.org](mailto:mhays@miamicountyks.org); Keith Hemphill; [cfunk@douglascountyks.org](mailto:cfunk@douglascountyks.org); Boyd Powers;  
Rodney Arlint; Dowling, Brian, FAC; Boos, John, TFM; Nicole Averell; Russell Pankey; Tom Conrow; [rsease@indepmo.org](mailto:rsease@indepmo.org);  
[katie.fritsch@cityofls.net](mailto:katie.fritsch@cityofls.net); [naverell@olatheks.org](mailto:naverell@olatheks.org); [Ronnell.Simpson@kcmo.org](mailto:Ronnell.Simpson@kcmo.org); [jwaggoner@douglas-county.com](mailto:jwaggoner@douglas-county.com);  
[kregan@wycokck.org](mailto:kregan@wycokck.org); Barbara J. Casamento; [tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [beitlingp@raytownpolice.org](mailto:beitlingp@raytownpolice.org);  
[rossd@merriam.org](mailto:rossd@merriam.org); Maasen, Bill, PRK; Brown, Greg, AIR; ks.us; [katie.fritsch@cityofls.net](mailto:katie.fritsch@cityofls.net); [mark.stinson@cityofls.net](mailto:mark.stinson@cityofls.net);  
[jwaggoner@douglas-county.com](mailto:jwaggoner@douglas-county.com); Russell Pankey; Tom Conrow; Barbara J. Casamento; [tballard@jacksongov.org](mailto:tballard@jacksongov.org); Bauer,  
Dale, TFM; [sstewart@lawrenceks.org](mailto:sstewart@lawrenceks.org); [christa.battaglia@leesummit.k12.mo.us](mailto:christa.battaglia@leesummit.k12.mo.us); [jgreniewski@olatheks.org](mailto:jgreniewski@olatheks.org);  
[jwood@olatheks.org](mailto:jwood@olatheks.org); [mvelasquez@olatheks.org](mailto:mvelasquez@olatheks.org); [naverell@olatheks.org](mailto:naverell@olatheks.org); [davidg@pbpnation.org](mailto:davidg@pbpnation.org);  
[tonym@raytown.mo.us](mailto:tonym@raytown.mo.us); [beitlingp@raytownpolice.org](mailto:beitlingp@raytownpolice.org); [mtripp@waterone.org](mailto:mtripp@waterone.org); [kregan@wycokck.org](mailto:kregan@wycokck.org);  
[rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com); Butler, Chris, FAC; Comtesse, Daniel, FAC; Rew, Todd, FAC; Jessica M. Johnson;  
[gnessel@marc.org](mailto:gnessel@marc.org); [kelly@metroenergy.org](mailto:kelly@metroenergy.org); Bauer, Dale, TFM; Chalender, Jared, SHR

**Subject:** MACPP 2017 Vehicle Bid webpage

Our Board has approved the contract and we have completed the page to access the information. Please click on the below link. It should take you directly to the web page. Please take some time to read the information in the middle of the page. There are dealer buttons on the left side of the page and links listed at the bottom of it. Please let us know if you are unable to access the page. It will take a little bit when you click on the links the first time you use them. We have combined a couple of email groups in order to get this information out to as many people involved in vehicle purchasing. If you see that we missed someone please forward this email to them. Thank you for your patience with this.

<http://www.jocogov.org/macpp-vehicle-metro-bid>

**Brian Dowling**

**Fleet Business Analyst**

Facilities Management Department

111 S. Cherry Street, Suite 2100 Olathe, Kansas 66061

Direct (913) 715-1118

Office (913) 715-1100 | TDD 800-766-3777



[www.jocogov.org](http://www.jocogov.org) | [@jocogov](https://twitter.com/jocogov) | [F/jocogov](https://www.facebook.com/jocogov)

---

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

---

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

**A RESOLUTION** awarding a contract for the furnishing of mowers for use by the Public Works Department to St. Joseph Tractor, Inc., of St. Joseph, MO, under the terms and conditions of Invitation to Bid No. 75-16, at an actual cost to the County not to exceed \$83,490.00.

**RESOLUTION NO. 19333**, December 5, 2016

**INTRODUCED BY** Greg Grounds, County Legislator

WHEREAS, the Public Works Department desires to purchase four bush hog boom mowers to maintain County-owned property; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 75-16 for the furnishing of this equipment; and,

WHEREAS, a total of twenty-one notifications were distributed and six responses were received with the three lowest and best bidders evaluated as follows:

<b><u>BIDDER</u></b>	<b><u>COST</u></b>
St. Joseph Tractor Inc. St. Joseph, MO	\$20,872.50
Golden Valley Tractor Clinton, MO	\$21,486.00
Murphy Tractor Kansas City (Clay County), MO	\$22,301.00

and,

WHEREAS, the Director of Finance and Purchasing recommends that the contract be awarded to St. Joseph Tractor, Inc., of St. Joseph, MO, under the terms and conditions of Invitation to Bid No. 75-16, as the lowest and best bidder, as set forth in the attached recapitulation and analysis; 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. 19333 of December 5, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

Funds sufficient for this expenditure will be transferred by Resolution No. 19332.

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: 004 1506 58110  
ACCOUNT TITLE: Special Road and Bridge Fund  
Public Works Road Maintenance  
Heavy Equipment  
NOT TO EXCEED: \$83,490.00

  
Date

  
Chief Financial Officer



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19333

Sponsor(s): Greg Grounds

Date: December 5, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the Purchase of Four Bush Hog Boom Mowers for the Road &amp; Bridge Division of the Public Works Department to St. Joseph Tractor Inc. under the term and conditions of Invitation to Bid No. 75-16.</u></p>														
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$83,490.00</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 style="text-align: right;">\$83,490.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$83,490.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 004-1506-58110 Special R&amp;B Fund, PW Road Maint, Heavy Equipment</td> <td style="text-align: right; vertical-align: bottom;">\$83,490.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p>Fund transferred by Resolution No. _____</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____          Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$83,490.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$83,490.00	Amount budgeted for this item * (including transfers):	\$83,490.00	Source of funding (name of fund) and account code number: 004-1506-58110 Special R&B Fund, PW Road Maint, Heavy Equipment	\$83,490.00				
Amount authorized by this legislation this fiscal year:	\$83,490.00														
Amount previously authorized this fiscal year:															
Total amount authorized after this legislative action:	\$83,490.00														
Amount budgeted for this item * (including transfers):	\$83,490.00														
Source of funding (name of fund) and account code number: 004-1506-58110 Special R&B Fund, PW Road Maint, Heavy Equipment	\$83,490.00														
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____          Prior resolutions and (date): _____</p>														
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Jessica Johnson, Senior Buyer, 881-3465</p>														
<b>REQUEST SUMMARY</b>	<p>The Road &amp; Bridge Division of the Public Works Department requested the Four Bush Hog Boom Mowers for use on County maintained property. The Purchasing Department issued Invitation to Bid No. 75-16 in response to that request.</p> <p>A total of twenty-one notifications were distributed and six responses were received and evaluated by a three person committee consisting of Parks + Rec Department personnel as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: left;">Vendor</th> <th style="text-align: right;">Unit Price</th> </tr> </thead> <tbody> <tr> <td>Golden Valley Tractor Clinton, MO</td> <td style="text-align: right;">\$21,486.00</td> </tr> <tr> <td>Murphy Tractor Kansas City, MO</td> <td style="text-align: right;">\$22,301.00</td> </tr> <tr> <td>St. Joseph Tractor Inc. St. Joseph, MO</td> <td style="text-align: right;">\$20,872.50</td> </tr> <tr> <td>Technology International, Inc. Lake Mary, FL</td> <td style="text-align: right;">\$27,750.00</td> </tr> <tr> <td>Tigerco Distributing Braymer, MO</td> <td style="text-align: right;">\$26,500.00</td> </tr> <tr> <td>The Victor L. Phillips Co. Kansas City, MO</td> <td style="text-align: right;">\$36,200.00</td> </tr> </tbody> </table> <p>Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the Purchase of Four Bush Hog Boom Mowers for the Road &amp; Bridge Division of the Public Works Department to St. Joseph Tractor Inc. of St. Joseph, MO as the lowest and best bid received.</p>	Vendor	Unit Price	Golden Valley Tractor Clinton, MO	\$21,486.00	Murphy Tractor Kansas City, MO	\$22,301.00	St. Joseph Tractor Inc. St. Joseph, MO	\$20,872.50	Technology International, Inc. Lake Mary, FL	\$27,750.00	Tigerco Distributing Braymer, MO	\$26,500.00	The Victor L. Phillips Co. Kansas City, MO	\$36,200.00
Vendor	Unit Price														
Golden Valley Tractor Clinton, MO	\$21,486.00														
Murphy Tractor Kansas City, MO	\$22,301.00														
St. Joseph Tractor Inc. St. Joseph, MO	\$20,872.50														
Technology International, Inc. Lake Mary, FL	\$27,750.00														
Tigerco Distributing Braymer, MO	\$26,500.00														
The Victor L. Phillips Co. Kansas City, MO	\$36,200.00														

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Memo from Jim Evans, Public Works Department; Bid Abstract; Bid Recap; Pertinent pages from St. Joseph Tractor's bid submission	
REVIEW	Department Director: 	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: 11/25/16
	Division Manager: 	Date: 12/1/16
	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.



**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:** Jessica M. Johnson  
**FROM:** Jim Evans, Public Works – Road Maintenance  
**DATE:** November 23, 2016  
**SUBJECT:** Equipment Purchase RLA

This memo is to request the transfer of funds to purchase Tractors, Mowers, Lifts, Ford Escapes and Ford Transit Vans.

Please see the list of accounts below that the funds are being transferred **FROM & TO**.

Also, after bidding out the Bush Hog 1865E-1 bid number 75-16 which we received 6 bids, I am recommending St. Joseph Tractor which came in as the lowest bidder with meeting the required specifications and compliance.

New tractors & mowers are needed to provide better customer service to the citizens of Jackson County. We've received 132 requests for mowing since June 1<sup>st</sup>. We are not able to keep up with the mowing due to the tractors/mowers being down for major/minor repairs constantly. We have operated at or about 35%-40% efficiency for most of the last two years due to these constant mechanical failures.

Existing

**WTM-10 John Deere Tractor & Mower**

Purchased: 5-12-2004

Purchase Price: \$ 35,450.00

Total maintenance cost to date: \$114,926.58

Total number of repair work orders 412

**This tractor is currently operational. Tractor & mower will be auctioned.**

Existing:

**WTM-11 John Deere Tractor & Mower**

Purchased: 5-12-2004

Purchase Price: \$ 35,450.00

Total Maintenance cost to date: \$122,108.23

Total number of repair work orders 418

**This tractor is not operational** due to an accident with a civilian vehicle, risk management is working to get the county reimbursed to make repairs. The quote for repair is \$ 23,300.00 **Tractor & mower will be auctioned.**

Existing:

**WTM-12 John Deere Tractor & Boom Mower**

Purchased: 8-14-2006

Purchase Price: \$ 61,000.00

Total Maintenance cost to date: \$161,912.50

Total number of repair work orders 390

**This tractor is not operational** because of the transmission slipping. Quote for repairs is \$25,000.00  
Repairs will not be performed: **Tractor & mower will be auctioned**

Existing:

**WTM-13 John Deere Tractor & Boom Mower**

Purchased: 8-14-2006

Purchase Price: \$ 61,000.00

Total Maintenance cost to date: \$151,842.42

Total number of repair work orders 315

**This tractor is not operational** due to a cracked transmission. Quote for repairs \$25,500.00  
Repairs will be performed: **Keeping Tractor but mower will be auctioned**

Jim Evans

Road & Bridge Administrator



Bid No: 75-16

Commodity: Four (4) Bush Hog Boom Mowers

**Vendor: Golden Valley Tractor Inc of Clinton, MO**

Bid Recap		Quote			
REQUIRED SUBMITTALS	Yes/No	Item #	Item Name	Unit Price	Total
Signed Contract	YES	1	Bush Hog RMB 1865-1	\$ 21,486.00	\$ 85,944.00
Affidavit	YES				
Compliance Review Form or Certificate	YES				
Contractor's Qualifications	YES				
Acknowledgement of Addenda	YES				
Quotation	YES				
Exceptions	YES				
CUP (0%, 0%, 0%)	N/A				
Greater KC area details	N/A				
Manufacturer's Specs & Warranty Info	NO				

**COMMENTS:**

Vendor quoted cable control and electric version. Price indicated on bid tabulation is cable control in the amount of \$19,770.00. ITB 75-16 requested quotes for electric version. 11/22/16 JMJ











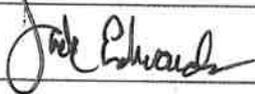
**ATTACHMENT 1**  
RESPONDENT'S QUOTATION for  
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 75-16

NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Bush Hog RMB1865-1 Boom Mower with 60-inch Rotary Head Attachment	4	\$ 20872 <sup>50</sup>	\$ 83490 <sup>00</sup>

BIDDING RMB 1865 E-1 FOR ELECTRIC CONTROLS

Delivery time after receipt of Order: LATE JANUARY 2017

**CERTIFICATION**

SIGNATURE: 	DATE: 11-9-16
NAME: JACK EDWARDS (Print or Type)	PHONE: 816 233-3149
TITLE: SALES (Print or Type)	MOBILE: 816 390 5662
COMPANY NAME: ST. JOSEPH TRACTOR INC (Print or Type)	FAX: 816 364 3981
EMAIL ADDRESS: jack7700@sbcglobal.net (Print or Type)	