



COUNTY LEGISLATURE JACKSON COUNTY, MISSOURI

MARY JO SPINO

CLERK OF THE COUNTY LEGISLATURE
415 East 12th Street
Kansas City, MO 64106

201 West Lexington, 2nd Floor
Independence, MO 64050

April 14, 2023 – April 20, 2023

4-14-2023 Friday	3:00 P.M.	Corrections Academy Graduation – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
4-17-2023 Monday		NO HEALTH & ENVIRONMENT, INTER- GOVERNMENTAL AFFAIRS, PUBLIC WORKS, RULES, 911 OVERSIGHT, OR VETERANS COMMITTEE
	1:00 P.M.	Finance & Audit Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	2:15 P.M.	Justice & Law Enforcement Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	2:20 P.M.	Anti-Crime Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	2:25 P.M.	Land Use Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	2:35 P.M.	Budget Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	2:45 P.M.	Diversity, Equity, & Inclusion Committee Meeting – Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area
	3:00 P.M.	LEGISLATIVE MEETING - Jackson County Courthouse, 415 East 12 th Street, 2 nd Floor, Kansas City Legislative Assembly Area

4-18-2023 Tuesday

NO MEETINGS –

4-19-2023 Wednesday

NO MEETINGS –

4-20-2023 Thursday 8:30 A.M.

Plan Commission Meeting –
Historic Truman Courthouse, 112 W. Lexington Ave,
2nd Floor, Independence, MO. Large Meeting Room

5:15 P.M.

Ethics, Human Relations & Citizen Complaints
Commission Meeting –Meeting will be held via Zoom. For
more information contact, Anita Mackrel at
amackrel@jacksongov.org

Persons with disabilities wishing to participate in the above meetings and who require reasonable accommodation may call the County Clerk's Office at 881-3242 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hours' notice is required. To put information on the Activity Calendar, please contact the County Clerk's Office by NOON Wednesday of each week.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE establishing the New Detention Center Capital Project Fund as a dedicated special revenue fund within the County's financial system, appropriating \$99,017,979.00 from the Undesignated Fund Balance of the 2023 New Detention Center Capital Project Fund, authorizing the County Executive to execute three contract amendments to the contract with J.E. Dunn-Axiom of Kansas City, MO, for the construction of the new Jackson County Detention Center to cover the guaranteed maximum price, Component 2 (Site Demolition, Site Development, and Earthwork), and Component 2a (Engineering, Detailing, Mockups, and Early Procurement) at an aggregate cost to the County not to exceed \$99,017,979.00, and declaring the intent of the County to reimburse itself for this expense from future bond proceeds.

ORDINANCE NO. 5727, March 27, 2023

INTRODUCED BY Charlie Franklin and DaRon McGee, County Legislators

WHEREAS, after a two-phase nationwide procurement process for qualified design-build teams to design and construct a new Jackson County Detention Center, consisting of RFQ 70-21 distributed to 500 firms, with two firms responding, and RFP 7-22, which resulted in an evaluation of the two detailed proposals by a selection committee consisting of representatives designated by the County Executive, County Legislature, Prosecuting Attorney, Sheriff, and 16th Circuit Court, the joint-venture of J.E. Dunn-Axiom of Kansas City (Jackson County), MO, was recommended by the selection committee; and

WHEREAS, as authorized by Ordinance 5621, dated April 25, 2022, a multiple-phase Design/Build Agreement was approved to cover the entire project, as was a preliminary maximum budget for the design and construction of the entire project and the funding of Phase I of the project, Pre-design and Preliminary Construction Services, at a cost to the County not to exceed \$2,871,621.00; and,

WHEREAS, in order to advance the project it is now appropriate to execute three separate amendments to the contract with J.E. Dunn- Axiom, concerning the guaranteed maximum price for a one thousand bed facility (\$301,162,067.00), Component Package 2 (Site Demolition, Site Development, and Earthwork), and Component Package 2a (Engineering, Detailing, Mockups, and Early Procurement); and,

WHEREAS, in order to properly manage and monitor the financial aspects of the project, it is now also appropriate that a New Detention Center Capital Project Fund be established as a dedicated special revenue fund within the County's financial system: and,

WHEREAS, the County proposes to pay a substantial portion of the costs of this contract out of the proceeds of a special revenue bond issuance which will be authorized pursuant to Ordinance 5732, dated April 17, 2023, now pending before the Legislature; and,

WHEREAS, an appropriation is necessary to place the funds required to implement this Ordinance in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County MO, that the New Detention Center Capital Project Fund be and hereby is established as a dedicated special revenue fund within the financial system of the County; and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County MO, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISON</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 001-9999	32810- Undesignated Fund Balance	\$22,000,000	
Operating Transfers 001-9100	56105- Operating Transfers Out		\$22,000,000
New Detention Center Capital Project Fund 024-9999	47070- Inter Fund Transfer	\$22,000,000	
024-9999	48010- Bond Proceeds	\$77,017,979	
024-9999	32810- Undesignated Fund Balance		\$99,017,979
024-9999	32810- Undesignated Fund Balance	\$99,017,979	
Fac MgMt – New Detention Center 024-1214	58020- Buildings & Improvements		\$99,017,979

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute three amendments to the contract with J.E. Dunn- Axiom of Kansas City, MO for the New Detention Center project as described in this Ordinance, in forms approved by the County Counselor; and,

BE IT FURTHER ORDAINED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contracts, to the extent that appropriated funds are available for this purpose; and,

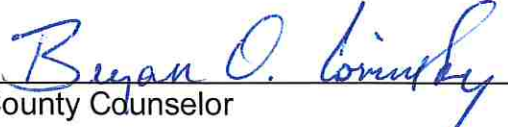
BE IT FURTHER ORDAINED that the Legislature hereby expresses the intent of the County to reimburse itself for a portion of this expense out of the proceeds of the bond issuance to be authorized by Ordinance 5732, dated April 17, 2023, now pending.

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. 5727 introduced on March 27, 2023, was duly passed on _____, 2023 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. 5727.

Date

Frank White, Jr., County Executive

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

ACCOUNT NUMBER: 024 9999 32810
ACCOUNT TITLE: New Detention Center Capital Project Fund
Undesignated Fund Balance
NOT TO EXCEED: \$99,017,979.00

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: 024 1214 58020
ACCOUNT TITLE: New Detention Center Capital Project Fund
New Detention Center Component 2
Building & Improvements
NOT TO EXCEED: \$31,506,535.00

ACCOUNT NUMBER: 024 1214 58020
ACCOUNT TITLE: New Detention Center Capital Project Fund
New Detention Center Component 2
Building & Improvements
NOT TO EXCEED: \$67,511,444.00

3/22/2023
Date


Chief Administrative Officer

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

Ord # 5727
eRLA ID #: 834

APPROVED
By Mark Lang at 11:18 am, Apr 11, 2023

Page 1 of 1

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the issuance of special obligation bonds, Series 2023A of Jackson County, Missouri, and authorizing certain other documents and actions in connection therewith.

ORDINANCE NO. 5732, April 17, 2023

INTRODUCED BY DaRon McGee, County Legislator

WHEREAS, Jackson County, Missouri (the “County”), operates pursuant to a County Charter, and is a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the County desires to finance, refinance, and reimburse the costs of certain capital improvements and is authorized under the provisions of the Constitution of Missouri and its Charter to issue and sell special obligation bonds for the purpose of providing funds to finance, refinance and reimburse the costs of certain capital improvements and to provide that the principal of and interest on such special obligations bonds shall be payable solely from the revenues derived from annual appropriations by the County Legislature; and,

WHEREAS, the County Legislature finds and determines that it is advantageous and in the best interest of the County that the County issue its Special Obligation Bonds, Series 2023A (the “Bonds”) for the purpose of (a) financing, refinancing and reimbursing a portion of the costs of acquiring, constructing, renovating, improving, furnishing and equipping a new detention center (the “Project”), (b) funding capitalized interest for the Bonds, and (c) paying the costs of issuing the Bonds; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants that the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purposes and to provide that the principal of and interest on such special obligations bonds shall be payable solely from amounts appropriated on an annual basis by the County Legislature; now therefore,

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

Section 1. **Approval of Issuance of the Bonds.** The County hereby approves the issuance of the Bonds for the purpose of (a) financing, refinancing, and reimbursing a portion of the costs of acquiring, constructing, furnishing, and equipping the Project, (b) funding capitalized interest for the Bonds, and (c) paying the costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the herein approved Indenture. The Bonds shall be dated, shall become due in the years and in the respective principal amounts and shall bear interest and be payable as provided in the herein approved Indenture.

The Bonds shall be sold to Morgan Stanley & Co. LLC, as representative of the underwriters (the "Underwriter"), at the prices and upon the terms and conditions set forth by a bond purchase agreement between the County and the Underwriter (the "Bond Purchase Agreement"); provided, however, that the Bonds shall be delivered in a principal amount sufficient, after funding capitalized interest on the Bonds and paying costs related

to the issuance of the Bonds, to provide an amount not exceeding \$262,000,000 for the construction of the Project, shall have a final maturity not later than 2058, shall have a weighted average maturity of not less than 15 years and not more than 30 years, shall bear interest at various interest rates not to exceed a true interest cost of 5.75%, shall be callable not later than 2033, and shall be sold to the Underwriter with an underwriter's discount not to exceed 0.50% of the principal amount of the Bonds. The signatures of the authorized officials of the County on the Indenture and the Bond Purchase Agreement shall constitute conclusive evidence of their approval and the County's approval thereof.

Section 2. **Limited Obligations.** The Bonds and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues, and receipts received by the Trustee from the County pursuant to the herein authorized Indenture. The Bonds and the interest with respect thereto shall not constitute a debt or liability of the County, the State of Missouri or of any political subdivision thereof, and the Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. **Authorization of Documents.** The County is hereby authorized to enter into the following documents (the "County Documents") in substantially the forms filed in the records of the County, with such changes therein as shall be approved by the officers of the County executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Indenture.

(b) Tax Compliance Agreement between the County and BOKF, N.A., as Trustee (the "Trustee").

(e) Bond Purchase Agreement between the County and the Underwriter.

Section 4. **Execution of Documents.** The County is hereby authorized to enter into and the County Executive and Clerk of the County Legislature are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the County, the County Documents, and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including any documents necessary in connection with obtaining bond insurance and a debt service reserve policy for the Bonds.

Section 5. **Preliminary and Final Official Statement.** The Preliminary Official Statement, in substantially the form on file in the records of the County, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending, and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The County Executive and Clerk of the County Legislature are hereby authorized to execute the final Official Statement as so supplemented, amended, and completed. The use and public distribution of the Preliminary Official Statement is hereby ratified and approved, and the use and public distribution of the final Official Statement

by the Underwriter in connection with the reoffering of the Bonds is hereby authorized, all in accordance with and as further specified in the Bond Purchase Agreement.

Section 6. **Bond Insurance Policy.** The County is authorized to obtain a bond insurance policy (the "Policy") recommended by the County's financial advisor or the Underwriter providing a guarantee or insurance for the payment of the debt service on all or a portion of the Bonds and may execute any and all documents or agreements, including a reserve policy, required by the bond insurer in order to issue the Policy; provided, however, that the premium for the Policy shall not exceed a reasonable arm's-length charge for the transfer of credit risk to the bond insurer and the present value of the Policy premium is less than the present value of the interest expected to be saved as a result of the Policy premium to be paid.

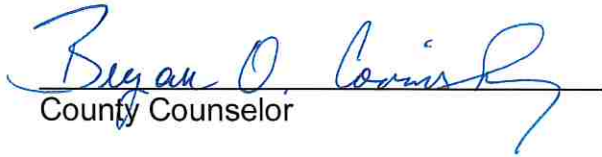
Section 7. **Further Authority.** The officers, agents, and employees of the County, including the County Executive and Clerk of the County Legislature, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the County with respect to the County Documents, to make alterations, changes, or additions in the foregoing agreements, statements, instruments, and other documents herein approved, authorized, and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 8. **Effective Date.** This Ordinance shall take effect and be in full force immediately after its adoption in accordance with the Charter of the County.

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. 5732 introduced on April 17, 2023, was duly passed on _____, 2023 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. 5732.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5732
Sponsor: DaRon McGee
Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5732
Sponsor(s):	DaRon McGee	Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Authorize']

Project/Title:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION BONDS SERIES 2023A, OF JACKSON COUNTY, MISSOURI, IN A PRINCIPAL AMOUNT SUFFICIENT, AFTER FUNDING CAPITALIZED INTEREST ON THE BONDS AND PAYING COSTS RELATED TO THE ISSUANCE OF THE BONDS, TO PROVIDE AN AMOUNT NOT EXCEEDING \$262,000,000 FOR THE CONSTRUCTION OF A NEW DETENTION CENTER FACILITY, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Request Summary

County Administration and the County's Financial Advisor (Columbia Capital) are recommending that the County issue Special Obligation Bonds (New Detention Center Facility Project), Series 2023A (the "Bonds") for the purpose of (a) financing the costs of designing, constructing, furnishing and equipping a new detention center (the "Project"); (b) funding a capitalized interest fund, and (c) paying the costs of issuing the Bonds. This bond issuance is expected to support up to \$262.0 million of the current estimated cost of \$301.2 million to design and construct a 1,000 bed detention center at 7000 E. US 40 Hwy in Kansas City, Missouri. The remainder of the project is to be financed with interest earnings on these project funds, available County reserves. Estimated debt service on these bonds is estimated at \$16,0 million per year for a term of 35 years beginning in 2025.

Contact Information

Department:	Finance	Submitted Date:	3/31/2023
Name:	John Gordon	Email:	JGordon@jacksongov.org
Title:	Treasurer	Phone:	816-881-1320

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	
Fund:	Department:
Line Item Account:	Amount:
	!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
5621	April 25, 2022
5561	November 8, 2021
5388	August 10, 2020
Prior Resolution	
Resolution:	Resolution date:
20958	May 23, 2022
20889	February 28, 2022
20731	August 23, 2021
20721	July 12, 2021
20747	August 31, 2020
20332	December 9, 2019
20823	November 22, 2021
20626	February 22, 2021

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE: 45.00%	Vendor committed goal
WBE: .00%	No goal assigned
VBE: .00%	No goal assigned
Prevailing Wage	
Not Applicable	

Fiscal Information

Request for Legislative Action

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History

Submitted by Finance requestor: John Gordon on 3/31/2023. Comments:

Approved by Department Approver Bob Crutsinger on 4/3/2023 8:28:19 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/3/2023 9:28:16 AM. Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 4/3/2023 10:37:26 AM. Comments: Vendor not in compliance. Renewal instructions sent to department contact.

Submitted by Requestor Troy Schulte on 4/3/2023 4:10:08 PM. Comments: Columbia has been contacted to recertify with County. Other minor updates to language as recommended by bond counsel.

Approved by Department Approver Bob Crutsinger on 4/4/2023 12:53:08 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/4/2023 1:07:08 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/4/2023 1:13:25 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/4/2023 3:34:25 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 4/4/2023 3:50:29 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:16:08 PM. Comments:

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Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

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SOURCES AND USES OF FUNDS

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Dated Date 05/10/2023
Delivery Date 05/10/2023

Sources:

Bond Proceeds:	
Par Amount	259,240,000.00
Premium	23,918,842.80
	<hr/>
	283,158,842.80
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	261,350,000.00
Other Fund Deposits:	
Capitalized Interest Fund	20,199,116.67
Delivery Date Expenses:	
Cost of Issuance	575,000.00
Underwriter's Discount	<hr/>
	1,034,540.21
	1,609,540.21
Other Uses of Funds:	
Additional Proceeds	185.92
	<hr/>
	283,158,842.80
	<hr/>

BOND SUMMARY STATISTICS

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Dated Date	05/10/2023
Delivery Date	05/10/2023
First Coupon	06/01/2023
Last Maturity	12/01/2058
Arbitrage Yield	3.881239%
True Interest Cost (TIC)	4.365189%
Net Interest Cost (NIC)	4.625183%
All-In TIC	4.380173%
Average Coupon	5.000000%
Average Life (years)	23.551
Weighted Average Maturity (years)	23.313
Duration of Issue (years)	13.920
Par Amount	259,240,000.00
Bond Proceeds	283,158,842.80
Total Interest	305,273,116.67
Net Interest	282,388,814.08
Bond Years from Dated Date	6,105,462,333.33
Bond Years from Delivery Date	6,105,462,333.33
Total Debt Service	564,513,116.67
Maximum Annual Debt Service	16,011,750.00
Average Annual Debt Service	15,875,691.12
Underwriter's Fees (per \$1000)	
Average Takedown	3.561666
Other Fee	0.429000
Total Underwriter's Discount	3.990666
Bid Price	108.827458

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Serial Bonds	93,075,000.00	113.086	5.000%	13.001	05/09/2036	9.743	78,438.95
2048 Term Bond	42,550,000.00	108.093	5.000%	23.656	01/04/2047	14.497	37,869.50
2053 Term Bond	54,305,000.00	107.204	5.000%	28.656	01/04/2052	15.961	47,788.40
2058 Term Bond	69,310,000.00	106.324	5.000%	33.656	01/03/2057	17.094	60,299.70
	259,240,000.00			23.551			224,396.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	259,240,000.00	259,240,000.00	259,240,000.00
+ Accrued Interest			
+ Premium (Discount)	23,918,842.80	23,918,842.80	23,918,842.80
- Underwriter's Discount	(1,034,540.21)	(1,034,540.21)	
- Cost of Issuance Expense		(575,000.00)	
- Other Amounts			
Target Value	282,124,302.59	281,549,302.59	283,158,842.80
Target Date	05/10/2023	05/10/2023	05/10/2023
Yield	4.365189%	4.380173%	3.881239%

BOND PRICING

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)	Takedown
Serial Bonds:												
	12/01/2025	3,045,000	5.000%	2.650%	105.774						175,818.30	2.500
	12/01/2026	3,200,000	5.000%	2.580%	108.175						261,600.00	2.500
	12/01/2027	3,360,000	5.000%	2.600%	110.252						344,467.20	2.500
	12/01/2028	3,530,000	5.000%	2.620%	112.234						431,860.20	2.500
	12/01/2029	3,705,000	5.000%	2.650%	114.060						520,923.00	2.500
	12/01/2030	3,890,000	5.000%	2.680%	115.776						613,686.40	2.500
	12/01/2031	4,085,000	5.000%	2.720%	117.302						706,786.70	2.500
	12/01/2032	4,290,000	5.000%	2.760%	118.704						802,401.60	2.500
	12/01/2033	4,505,000	5.000%	2.830%	119.684						886,764.20	3.250
	12/01/2034	4,730,000	5.000%	2.990%	118.082	C	3.124%	12/01/2033	100.000	12/01/2033	855,278.60	3.250
	12/01/2035	4,965,000	5.000%	3.150%	116.505	C	3.376%	12/01/2033	100.000	12/01/2033	819,473.25	3.250
	12/01/2036	5,210,000	5.000%	3.340%	114.665	C	3.621%	12/01/2033	100.000	12/01/2033	764,046.50	3.250
	12/01/2037	5,475,000	5.000%	3.470%	113.427	C	3.791%	12/01/2033	100.000	12/01/2033	735,128.25	3.250
	12/01/2038	5,745,000	5.000%	3.590%	112.298	C	3.935%	12/01/2033	100.000	12/01/2033	706,520.10	3.750
	12/01/2039	6,035,000	5.000%	3.650%	111.738	C	4.022%	12/01/2033	100.000	12/01/2033	708,388.30	3.750
	12/01/2040	6,335,000	5.000%	3.740%	110.905	C	4.121%	12/01/2033	100.000	12/01/2033	690,831.75	3.750
	12/01/2041	6,650,000	5.000%	3.770%	110.629	C	4.171%	12/01/2033	100.000	12/01/2033	706,828.50	3.750
	12/01/2042	6,985,000	5.000%	3.800%	110.354	C	4.217%	12/01/2033	100.000	12/01/2033	723,226.90	3.750
	12/01/2043	7,335,000	5.000%	3.850%	109.897	C	4.272%	12/01/2033	100.000	12/01/2033	725,944.95	3.750
		93,075,000									12,179,974.70	
2048 Term Bond:												
	12/01/2044	7,700,000	5.000%	4.050%	108.093	C	4.466%	12/01/2033	100.000	12/01/2033	623,161.00	3.750
	12/01/2045	8,085,000	5.000%	4.050%	108.093	C	4.466%	12/01/2033	100.000	12/01/2033	654,319.05	3.750
	12/01/2046	8,490,000	5.000%	4.050%	108.093	C	4.466%	12/01/2033	100.000	12/01/2033	687,095.70	3.750
	12/01/2047	8,915,000	5.000%	4.050%	108.093	C	4.466%	12/01/2033	100.000	12/01/2033	721,490.95	3.750
	12/01/2048	9,360,000	5.000%	4.050%	108.093	C	4.466%	12/01/2033	100.000	12/01/2033	757,504.80	3.750
		42,550,000									3,443,571.50	
2053 Term Bond:												
	12/01/2049	9,830,000	5.000%	4.150%	107.204	C	4.561%	12/01/2033	100.000	12/01/2033	708,153.20	3.750
	12/01/2050	10,320,000	5.000%	4.150%	107.204	C	4.561%	12/01/2033	100.000	12/01/2033	743,452.80	3.750
	12/01/2051	10,835,000	5.000%	4.150%	107.204	C	4.561%	12/01/2033	100.000	12/01/2033	780,553.40	3.750
	12/01/2052	11,375,000	5.000%	4.150%	107.204	C	4.561%	12/01/2033	100.000	12/01/2033	819,455.00	3.750
	12/01/2053	11,945,000	5.000%	4.150%	107.204	C	4.561%	12/01/2033	100.000	12/01/2033	860,517.80	3.750
		54,305,000									3,912,132.20	
2058 Term Bond:												
	12/01/2054	12,545,000	5.000%	4.250%	106.324	C	4.635%	12/01/2033	100.000	12/01/2033	793,345.80	3.750
	12/01/2055	13,170,000	5.000%	4.250%	106.324	C	4.635%	12/01/2033	100.000	12/01/2033	832,870.80	3.750
	12/01/2056	13,830,000	5.000%	4.250%	106.324	C	4.635%	12/01/2033	100.000	12/01/2033	874,609.20	3.750
	12/01/2057	14,520,000	5.000%	4.250%	106.324	C	4.635%	12/01/2033	100.000	12/01/2033	918,244.80	3.750
	12/01/2058	15,245,000	5.000%	4.250%	106.324	C	4.635%	12/01/2033	100.000	12/01/2033	964,093.80	3.750
		69,310,000									4,383,164.40	
		259,240,000									23,918,842.80	

Dated Date 05/10/2023
Delivery Date 05/10/2023
First Coupon 06/01/2023

Par Amount 259,240,000.00
Premium 23,918,842.80

Production 283,158,842.80 109.226525%
Underwriter's Discount (1,034,540.21) (0.399067%)

Purchase Price 282,124,302.59 108.827458%
Accrued Interest

Net Proceeds 282,124,302.59

BOND DEBT SERVICE

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023			756,116.67	756,116.67	
12/01/2023			6,481,000.00	6,481,000.00	
12/31/2023					7,237,116.67
06/01/2024			6,481,000.00	6,481,000.00	
12/01/2024			6,481,000.00	6,481,000.00	
12/31/2024					12,962,000.00
06/01/2025			6,481,000.00	6,481,000.00	
12/01/2025	3,045,000	5.000%	6,481,000.00	9,526,000.00	
12/31/2025					16,007,000.00
06/01/2026			6,404,875.00	6,404,875.00	
12/01/2026	3,200,000	5.000%	6,404,875.00	9,604,875.00	
12/31/2026					16,009,750.00
06/01/2027			6,324,875.00	6,324,875.00	
12/01/2027	3,360,000	5.000%	6,324,875.00	9,684,875.00	
12/31/2027					16,009,750.00
06/01/2028			6,240,875.00	6,240,875.00	
12/01/2028	3,530,000	5.000%	6,240,875.00	9,770,875.00	
12/31/2028					16,011,750.00
06/01/2029			6,152,625.00	6,152,625.00	
12/01/2029	3,705,000	5.000%	6,152,625.00	9,857,625.00	
12/31/2029					16,010,250.00
06/01/2030			6,060,000.00	6,060,000.00	
12/01/2030	3,890,000	5.000%	6,060,000.00	9,950,000.00	
12/31/2030					16,010,000.00
06/01/2031			5,962,750.00	5,962,750.00	
12/01/2031	4,085,000	5.000%	5,962,750.00	10,047,750.00	
12/31/2031					16,010,500.00
06/01/2032			5,860,625.00	5,860,625.00	
12/01/2032	4,290,000	5.000%	5,860,625.00	10,150,625.00	
12/31/2032					16,011,250.00
06/01/2033			5,753,375.00	5,753,375.00	
12/01/2033	4,505,000	5.000%	5,753,375.00	10,258,375.00	
12/31/2033					16,011,750.00
06/01/2034			5,640,750.00	5,640,750.00	
12/01/2034	4,730,000	5.000%	5,640,750.00	10,370,750.00	
12/31/2034					16,011,500.00
06/01/2035			5,522,500.00	5,522,500.00	
12/01/2035	4,965,000	5.000%	5,522,500.00	10,487,500.00	
12/31/2035					16,010,000.00
06/01/2036			5,398,375.00	5,398,375.00	
12/01/2036	5,210,000	5.000%	5,398,375.00	10,608,375.00	
12/31/2036					16,006,750.00
06/01/2037			5,268,125.00	5,268,125.00	
12/01/2037	5,475,000	5.000%	5,268,125.00	10,743,125.00	
12/31/2037					16,011,250.00
06/01/2038			5,131,250.00	5,131,250.00	
12/01/2038	5,745,000	5.000%	5,131,250.00	10,876,250.00	
12/31/2038					16,007,500.00
06/01/2039			4,987,625.00	4,987,625.00	
12/01/2039	6,035,000	5.000%	4,987,625.00	11,022,625.00	
12/31/2039					16,010,250.00
06/01/2040			4,836,750.00	4,836,750.00	
12/01/2040	6,335,000	5.000%	4,836,750.00	11,171,750.00	
12/31/2040					16,008,500.00
06/01/2041			4,678,375.00	4,678,375.00	
12/01/2041	6,650,000	5.000%	4,678,375.00	11,328,375.00	
12/31/2041					16,006,750.00
06/01/2042			4,512,125.00	4,512,125.00	
12/01/2042	6,985,000	5.000%	4,512,125.00	11,497,125.00	
12/31/2042					16,009,250.00
06/01/2043			4,337,500.00	4,337,500.00	
12/01/2043	7,335,000	5.000%	4,337,500.00	11,672,500.00	
12/31/2043					16,010,000.00
06/01/2044			4,154,125.00	4,154,125.00	
12/01/2044	7,700,000	5.000%	4,154,125.00	11,854,125.00	
12/31/2044					16,008,250.00
06/01/2045			3,961,625.00	3,961,625.00	
12/01/2045	8,085,000	5.000%	3,961,625.00	12,046,625.00	
12/31/2045					16,008,250.00
06/01/2046			3,759,500.00	3,759,500.00	
12/01/2046	8,490,000	5.000%	3,759,500.00	12,249,500.00	
12/31/2046					16,009,000.00
06/01/2047			3,547,250.00	3,547,250.00	
12/01/2047	8,915,000	5.000%	3,547,250.00	12,462,250.00	
12/31/2047					16,009,500.00
06/01/2048			3,324,375.00	3,324,375.00	
12/01/2048	9,360,000	5.000%	3,324,375.00	12,684,375.00	
12/31/2048					16,008,750.00
06/01/2049			3,090,375.00	3,090,375.00	
12/01/2049	9,830,000	5.000%	3,090,375.00	12,920,375.00	
12/31/2049					16,010,750.00
06/01/2050			2,844,625.00	2,844,625.00	
12/01/2050	10,320,000	5.000%	2,844,625.00	13,164,625.00	
12/31/2050					16,009,250.00
06/01/2051			2,586,625.00	2,586,625.00	
12/01/2051	10,835,000	5.000%	2,586,625.00	13,421,625.00	
12/31/2051					16,008,250.00
06/01/2052			2,315,750.00	2,315,750.00	
12/01/2052	11,375,000	5.000%	2,315,750.00	13,690,750.00	
12/31/2052					16,006,500.00
06/01/2053			2,031,375.00	2,031,375.00	
12/01/2053	11,945,000	5.000%	2,031,375.00	13,976,375.00	
12/31/2053					16,007,750.00
06/01/2054			1,732,750.00	1,732,750.00	
12/01/2054	12,545,000	5.000%	1,732,750.00	14,277,750.00	
12/31/2054					16,010,500.00
06/01/2055			1,419,125.00	1,419,125.00	
12/01/2055	13,170,000	5.000%	1,419,125.00	14,589,125.00	
12/31/2055					16,008,250.00
06/01/2056			1,089,875.00	1,089,875.00	
12/01/2056	13,830,000	5.000%	1,089,875.00	14,919,875.00	
12/31/2056					16,009,750.00
06/01/2057			744,125.00	744,125.00	
12/01/2057	14,520,000	5.000%	744,125.00	15,264,125.00	

BOND DEBT SERVICE

Jackson County, Missouri

Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/31/2057					16,008,250.00
06/01/2058			381,125.00	381,125.00	
12/01/2058	15,245,000	5.000%	381,125.00	15,626,125.00	
12/31/2058					16,007,250.00
	259,240,000		305,273,116.67	564,513,116.67	564,513,116.67

NET DEBT SERVICE

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Period Ending	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/31/2023	7,237,116.67	7,237,116.67	
12/31/2024	12,962,000.00	12,962,000.00	
12/31/2025	16,007,000.00		16,007,000
12/31/2026	16,009,750.00		16,009,750
12/31/2027	16,009,750.00		16,009,750
12/31/2028	16,011,750.00		16,011,750
12/31/2029	16,010,250.00		16,010,250
12/31/2030	16,010,000.00		16,010,000
12/31/2031	16,010,500.00		16,010,500
12/31/2032	16,011,250.00		16,011,250
12/31/2033	16,011,750.00		16,011,750
12/31/2034	16,011,500.00		16,011,500
12/31/2035	16,010,000.00		16,010,000
12/31/2036	16,006,750.00		16,006,750
12/31/2037	16,011,250.00		16,011,250
12/31/2038	16,007,500.00		16,007,500
12/31/2039	16,010,250.00		16,010,250
12/31/2040	16,008,500.00		16,008,500
12/31/2041	16,006,750.00		16,006,750
12/31/2042	16,009,250.00		16,009,250
12/31/2043	16,010,000.00		16,010,000
12/31/2044	16,008,250.00		16,008,250
12/31/2045	16,008,250.00		16,008,250
12/31/2046	16,009,000.00		16,009,000
12/31/2047	16,009,500.00		16,009,500
12/31/2048	16,008,750.00		16,008,750
12/31/2049	16,010,750.00		16,010,750
12/31/2050	16,009,250.00		16,009,250
12/31/2051	16,008,250.00		16,008,250
12/31/2052	16,006,500.00		16,006,500
12/31/2053	16,007,750.00		16,007,750
12/31/2054	16,010,500.00		16,010,500
12/31/2055	16,008,250.00		16,008,250
12/31/2056	16,009,750.00		16,009,750
12/31/2057	16,008,250.00		16,008,250
12/31/2058	16,007,250.00		16,007,250
	564,513,116.67	20,199,116.67	544,314,000

PROJECT FUND

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)Project Fund (PROJ)

Date	Deposit	Interest @ 3.8812393%	Principal	Capitalized Interest Fund	Scheduled Draws	Balance
05/10/2023	261,350,000					261,350,000.00
06/01/2023		591,711.10	9,742,556.96	45,731.94	10,380,000.00	251,607,443.04
07/01/2023		813,790.57	10,163,323.65	62,885.78	11,040,000.00	241,444,119.39
08/01/2023		780,918.66	10,766,195.56	62,885.78	11,610,000.00	230,677,923.83
09/01/2023		746,096.85	11,281,017.37	62,885.78	12,090,000.00	219,396,906.46
10/01/2023		709,609.91	11,707,504.31	62,885.78	12,480,000.00	207,689,402.15
11/01/2023		671,743.55	12,045,370.67	62,885.78	12,780,000.00	195,644,031.48
12/01/2023		632,784.41	12,264,329.81	62,885.78	12,960,000.00	183,379,701.67
01/01/2024		593,117.08	12,444,959.07	41,923.85	13,080,000.00	170,934,742.60
02/01/2024		552,865.53	12,485,210.62	41,923.85	13,080,000.00	158,449,531.98
03/01/2024		512,483.79	12,405,592.36	41,923.85	12,960,000.00	146,043,939.62
04/01/2024		472,359.56	12,265,716.59	41,923.85	12,780,000.00	133,778,223.03
05/01/2024		432,687.74	12,005,388.41	41,923.85	12,480,000.00	121,772,834.62
06/01/2024		393,857.92	11,654,218.23	41,923.85	12,090,000.00	110,118,616.39
07/01/2024		356,163.91	11,232,874.16	20,961.93	11,610,000.00	98,885,742.23
08/01/2024		319,832.69	10,699,205.38	20,961.93	11,040,000.00	88,186,536.85
09/01/2024		285,227.54	10,073,810.53	20,961.93	10,380,000.00	78,112,726.32
10/01/2024		252,645.15	9,386,392.92	20,961.93	9,660,000.00	68,726,333.40
11/01/2024		222,286.12	8,576,751.95	20,961.93	8,820,000.00	60,149,581.45
12/01/2024		194,545.76	7,764,492.31	20,961.93	7,980,000.00	52,385,089.14
01/01/2025		169,432.55	6,850,567.45		7,020,000.00	45,534,521.69
02/01/2025		147,275.31	5,912,724.69		6,060,000.00	39,621,797.00
03/01/2025		128,151.40	4,851,848.60		4,980,000.00	34,769,948.40
04/01/2025		112,458.74	3,847,541.26		3,960,000.00	30,922,407.14
05/01/2025		100,014.38	2,719,985.62		2,820,000.00	28,202,421.52
06/01/2025		91,216.95	1,618,783.05		1,710,000.00	26,583,638.47
07/01/2025		85,981.22	26,583,638.47		26,669,619.69	
	261,350,000	10,369,258.39	261,350,000.00	800,361.30	272,519,619.69	

Average Life (years): 1.0222
 Yield To Receipt Date: 3.9128702%
 Arbitrage Yield: 3.8812393%
 Value of Positive Arbitrage: 80,840.73

CAPITALIZED INTEREST FUND

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Capitalized Interest Fund (CAPI)

Date	Deposit	Interest @ 3.8812393%	Principal	Project Fund	Scheduled Draws	Balance
05/10/2023	20,199,116.67					20,199,116.67
06/01/2023		45,731.94	756,116.67	(45,731.94)	756,116.67	19,443,000.00
07/01/2023		62,885.78		(62,885.78)		19,443,000.00
08/01/2023		62,885.78		(62,885.78)		19,443,000.00
09/01/2023		62,885.78		(62,885.78)		19,443,000.00
10/01/2023		62,885.78		(62,885.78)		19,443,000.00
11/01/2023		62,885.78		(62,885.78)		19,443,000.00
12/01/2023		62,885.78	6,481,000.00	(62,885.78)	6,481,000.00	12,962,000.00
01/01/2024		41,923.85		(41,923.85)		12,962,000.00
02/01/2024		41,923.85		(41,923.85)		12,962,000.00
03/01/2024		41,923.85		(41,923.85)		12,962,000.00
04/01/2024		41,923.85		(41,923.85)		12,962,000.00
05/01/2024		41,923.85		(41,923.85)		12,962,000.00
06/01/2024		41,923.85	6,481,000.00	(41,923.85)	6,481,000.00	6,481,000.00
07/01/2024		20,961.93		(20,961.93)		6,481,000.00
08/01/2024		20,961.93		(20,961.93)		6,481,000.00
09/01/2024		20,961.93		(20,961.93)		6,481,000.00
10/01/2024		20,961.93		(20,961.93)		6,481,000.00
11/01/2024		20,961.93		(20,961.93)		6,481,000.00
12/01/2024		20,961.93	6,481,000.00	(20,961.93)	6,481,000.00	
	20,199,116.67	800,361.30	20,199,116.67	(800,361.30)	20,199,116.67	

Average Life (years): 1.0209
Yield To Receipt Date: 3.9128701%
Arbitrage Yield: 3.8812393%
Value of Positive Arbitrage: 6,261.23

UNDERWRITER'S DISCOUNT

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Underwriter's Discount	\$/1000	Amount
Average Takedown	3.56167	923,326.25
Expenses	0.42900	111,213.96
	3.99067	1,034,540.21

COST OF ISSUANCE

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Cost of Issuance	\$/1000	Amount
Cost of Issuance	2.21802	575,000.00
	2.21802	575,000.00

PROOF OF ARBITRAGE YIELD

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Date	Debt Service	Present Value to 05/10/2023 @ 3.8812392630%
06/01/2023	756,116.67	754,423.08
12/01/2023	6,481,000.00	6,343,382.57
06/01/2024	6,481,000.00	6,222,625.08
12/01/2024	6,481,000.00	6,104,166.43
06/01/2025	6,481,000.00	5,987,962.85
12/01/2025	9,526,000.00	8,633,768.19
06/01/2026	6,404,875.00	5,694,468.51
12/01/2026	9,604,875.00	8,376,970.49
06/01/2027	6,324,875.00	5,411,279.25
12/01/2027	9,684,875.00	8,128,206.91
06/01/2028	6,240,875.00	5,138,057.33
12/01/2028	9,770,875.00	7,891,138.20
06/01/2029	6,152,625.00	4,874,379.84
12/01/2029	9,857,625.00	7,660,973.27
06/01/2030	6,060,000.00	4,619,947.17
12/01/2030	9,950,000.00	7,441,152.36
06/01/2031	5,962,750.00	4,374,379.40
12/01/2031	10,047,750.00	7,230,884.07
06/01/2032	5,860,625.00	4,137,321.24
12/01/2032	10,150,625.00	7,029,441.54
06/01/2033	5,753,375.00	3,908,440.03
12/01/2033	235,888,375.00	157,195,474.99
	389,921,116.67	283,158,842.80

Proceeds Summary

Delivery date	05/10/2023
Par Value	259,240,000.00
Premium (Discount)	23,918,842.80
Target for yield calculation	283,158,842.80

PROOF OF ARBITRAGE YIELD

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
2048T	12/01/2044	5.000%	4.050%	12/01/2033	100.000	4.0506214%
2048T	12/01/2045	5.000%	4.050%	12/01/2033	100.000	4.0506214%
2048T	12/01/2046	5.000%	4.050%	12/01/2033	100.000	4.0506214%
2048T	12/01/2047	5.000%	4.050%	12/01/2033	100.000	4.0506214%
2048T	12/01/2048	5.000%	4.050%	12/01/2033	100.000	4.0506214%
2053T	12/01/2049	5.000%	4.150%	12/01/2033	100.000	4.1506684%
2053T	12/01/2050	5.000%	4.150%	12/01/2033	100.000	4.1506684%
2053T	12/01/2051	5.000%	4.150%	12/01/2033	100.000	4.1506684%
2053T	12/01/2052	5.000%	4.150%	12/01/2033	100.000	4.1506684%
2053T	12/01/2053	5.000%	4.150%	12/01/2033	100.000	4.1506684%
2058T	12/01/2054	5.000%	4.250%	12/01/2033	100.000	4.2506958%
2058T	12/01/2055	5.000%	4.250%	12/01/2033	100.000	4.2506958%
2058T	12/01/2056	5.000%	4.250%	12/01/2033	100.000	4.2506958%
2058T	12/01/2057	5.000%	4.250%	12/01/2033	100.000	4.2506958%
2058T	12/01/2058	5.000%	4.250%	12/01/2033	100.000	4.2506958%
SERIAL	12/01/2034	5.000%	2.990%	12/01/2033	100.000	2.9903985%
SERIAL	12/01/2035	5.000%	3.150%	12/01/2033	100.000	3.1504575%
SERIAL	12/01/2036	5.000%	3.340%	12/01/2033	100.000	3.3405277%
SERIAL	12/01/2037	5.000%	3.470%	12/01/2033	100.000	3.4704856%
SERIAL	12/01/2038	5.000%	3.590%	12/01/2033	100.000	3.5904972%
SERIAL	12/01/2039	5.000%	3.650%	12/01/2033	100.000	3.6505648%
SERIAL	12/01/2040	5.000%	3.740%	12/01/2033	100.000	3.7405894%
SERIAL	12/01/2041	5.000%	3.770%	12/01/2033	100.000	3.7705973%
SERIAL	12/01/2042	5.000%	3.800%	12/01/2033	100.000	3.8005864%
SERIAL	12/01/2043	5.000%	3.850%	12/01/2033	100.000	3.8506228%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
2048T	12/01/2044	5.000%	4.050%			4.4144254%	0.3638040%
2048T	12/01/2045	5.000%	4.050%			4.4292028%	0.3785814%
2048T	12/01/2046	5.000%	4.050%			4.4426169%	0.3919955%
2048T	12/01/2047	5.000%	4.050%			4.4548353%	0.4042139%
2048T	12/01/2048	5.000%	4.050%			4.4659993%	0.4153779%
2053T	12/01/2049	5.000%	4.150%			4.5310369%	0.3803685%
2053T	12/01/2050	5.000%	4.150%			4.5394281%	0.3887597%
2053T	12/01/2051	5.000%	4.150%			4.5471549%	0.3964865%
2053T	12/01/2052	5.000%	4.150%			4.5542857%	0.4036173%
2053T	12/01/2053	5.000%	4.150%			4.5608799%	0.4102114%
2058T	12/01/2054	5.000%	4.250%			4.6175718%	0.3668760%
2058T	12/01/2055	5.000%	4.250%			4.6225613%	0.3718655%
2058T	12/01/2056	5.000%	4.250%			4.6271991%	0.3765032%
2058T	12/01/2057	5.000%	4.250%			4.6315164%	0.3808206%
2058T	12/01/2058	5.000%	4.250%			4.6355411%	0.3848453%
SERIAL	12/01/2034	5.000%	2.990%			3.1243046%	0.1339061%
SERIAL	12/01/2035	5.000%	3.150%			3.3767415%	0.2262840%
SERIAL	12/01/2036	5.000%	3.340%			3.6218048%	0.2812771%
SERIAL	12/01/2037	5.000%	3.470%			3.7915804%	0.3210948%
SERIAL	12/01/2038	5.000%	3.590%			3.9357036%	0.3452064%
SERIAL	12/01/2039	5.000%	3.650%			4.0223865%	0.3718217%
SERIAL	12/01/2040	5.000%	3.740%			4.1214378%	0.3808484%
SERIAL	12/01/2041	5.000%	3.770%			4.1717695%	0.4011722%
SERIAL	12/01/2042	5.000%	3.800%			4.2175271%	0.4169406%
SERIAL	12/01/2043	5.000%	3.850%			4.2720245%	0.4214017%

FORM 8038 STATISTICS

Jackson County, Missouri
Special Obligation Bonds, Series 2023A (Detention Center Facility Project)

Dated Date 05/10/2023
Delivery Date 05/10/2023

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bonds:						
	12/01/2025	3,045,000.00	5.000%	105.774	3,220,818.30	3,045,000.00
	12/01/2026	3,200,000.00	5.000%	108.175	3,461,600.00	3,200,000.00
	12/01/2027	3,360,000.00	5.000%	110.252	3,704,467.20	3,360,000.00
	12/01/2028	3,530,000.00	5.000%	112.234	3,961,860.20	3,530,000.00
	12/01/2029	3,705,000.00	5.000%	114.060	4,225,923.00	3,705,000.00
	12/01/2030	3,890,000.00	5.000%	115.776	4,503,686.40	3,890,000.00
	12/01/2031	4,085,000.00	5.000%	117.302	4,791,786.70	4,085,000.00
	12/01/2032	4,290,000.00	5.000%	118.704	5,092,401.60	4,290,000.00
	12/01/2033	4,505,000.00	5.000%	119.684	5,391,764.20	4,505,000.00
	12/01/2034	4,730,000.00	5.000%	118.082	5,585,278.60	4,730,000.00
	12/01/2035	4,965,000.00	5.000%	116.505	5,784,473.25	4,965,000.00
	12/01/2036	5,210,000.00	5.000%	114.665	5,974,046.50	5,210,000.00
	12/01/2037	5,475,000.00	5.000%	113.427	6,210,128.25	5,475,000.00
	12/01/2038	5,745,000.00	5.000%	112.298	6,451,520.10	5,745,000.00
	12/01/2039	6,035,000.00	5.000%	111.738	6,743,388.30	6,035,000.00
	12/01/2040	6,335,000.00	5.000%	110.905	7,025,831.75	6,335,000.00
	12/01/2041	6,650,000.00	5.000%	110.629	7,356,828.50	6,650,000.00
	12/01/2042	6,985,000.00	5.000%	110.354	7,708,226.90	6,985,000.00
	12/01/2043	7,335,000.00	5.000%	109.897	8,060,944.95	7,335,000.00
2048 Term Bond:						
	12/01/2044	7,700,000.00	5.000%	108.093	8,323,161.00	7,700,000.00
	12/01/2045	8,085,000.00	5.000%	108.093	8,739,319.05	8,085,000.00
	12/01/2046	8,490,000.00	5.000%	108.093	9,177,095.70	8,490,000.00
	12/01/2047	8,915,000.00	5.000%	108.093	9,636,490.95	8,915,000.00
	12/01/2048	9,360,000.00	5.000%	108.093	10,117,504.80	9,360,000.00
2053 Term Bond:						
	12/01/2049	9,830,000.00	5.000%	107.204	10,538,153.20	9,830,000.00
	12/01/2050	10,320,000.00	5.000%	107.204	11,063,452.80	10,320,000.00
	12/01/2051	10,835,000.00	5.000%	107.204	11,615,553.40	10,835,000.00
	12/01/2052	11,375,000.00	5.000%	107.204	12,194,455.00	11,375,000.00
	12/01/2053	11,945,000.00	5.000%	107.204	12,805,517.80	11,945,000.00
2058 Term Bond:						
	12/01/2054	12,545,000.00	5.000%	106.324	13,338,345.80	12,545,000.00
	12/01/2055	13,170,000.00	5.000%	106.324	14,002,870.80	13,170,000.00
	12/01/2056	13,830,000.00	5.000%	106.324	14,704,609.20	13,830,000.00
	12/01/2057	14,520,000.00	5.000%	106.324	15,438,244.80	14,520,000.00
	12/01/2058	15,245,000.00	5.000%	106.324	16,209,093.80	15,245,000.00
		259,240,000.00			283,158,842.80	259,240,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2058	5.000%	16,209,093.80	15,245,000.00		
Entire Issue			283,158,842.80	259,240,000.00	23.3131	3.8812%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	1,609,540.21
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE amending the zoning districts established pursuant to the Unified Development Code by rezoning a certain 3.01± acre tract from District AG (Agricultural) to District RE (Residential Estates).

ORDINANCE NO. 5733, April 17, 2023

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

Section 1. The Zoning Order of Jackson County, Missouri, and the official maps which are a part thereof are amended by changing the boundaries of the "AG" (Agricultural) and "RE" (Residential Estates) Districts, so that there will be transferred from District AG to District RE a tract of land, located at 17208 E. Courtney Atherton Road, in Jackson County, MO, legally described as follows:

That part of the Northeast Quarter of Section 18, Township 50, Range 31, in Jackson County, Missouri, described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence South 87 degrees 28 minutes 30 seconds East along the South line thereof, a distance of 16.50 feet to the point of beginning; thence North 02 degrees 40 minutes 44 seconds East, a distance of 399.21 feet; thence South 87 degrees 20 minutes 26 seconds East, a distance of 128.50 feet; thence South 02 degrees 40 minutes 44 seconds West 64.50 feet; thence South 87 degrees 28 minutes 30 seconds East, a distance of 248.70 feet; thence South 02 degrees 40 minutes 44 seconds West, a distance of 334.41 feet to a point of the South line of said Northeast Quarter; thence North 87 degrees 28 minutes 30 seconds, along said line, a distance of 377.20 feet to the point of beginning. Except that part in roads.


Section 2. The Legislature, pursuant to the application of Michael and Kim Hawley (RZ-2023-644), requesting the amendment embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL of this application after a public hearing on March 16, 2023, does hereby adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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. 5733 introduced on April 17, 2023, was duly passed on _____, 2023 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. 5733.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5733

Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5733
Sponsor(s):		Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Authorize']

Project/Title:

RZ-2023-644 – Michael & Kim Hawley

Request Summary

Requesting a change of zoning from District AG (Agricultural) on 3.01 ± acres to District RE (Residential Estates). The purpose is to create a single-family residential lot at 17208 E. Courtney Atherton Road.

Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements.

The Jackson County Plan Commission held a public hearing on March 16, 2023, and accepted testimony pertaining to the rezoning request. There was no opposition to the request.

The Plan Commission voted 5 to 0 to recommend APPROVAL to the County Legislature.

Contact Information

Department:	Public Works	Submitted Date:	3/20/2023
Name:	Randy D. Diehl	Email:	RDiehl@jacksongov.org
Title:	Development Administrator	Phone:	816-881-4577

Budget Information

Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE: .00%	
WBE: .00%	
VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">This legislative action does not impact the County financially and does not require Finance/Budget approval.	

Request for Legislative Action

History

Submitted by Public Works requestor: Randy D. Diehl on 3/20/2023. Comments:

Approved by Department Approver Kristina J. Miller on 3/22/2023 9:02:59 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 3/22/2023 9:49:46 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/22/2023 9:54:41 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 3/23/2023 12:57:45 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 3/24/2023 10:20:36 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:22:01 AM. Comments:

RZ-2023-644

ATTACHMENT 1: PROPERTY DESCRIPTION

Description:

That part of the Northeast Quarter of Section 18, Township 50, Range 31, in Jackson County, Missouri, described as follows: Commencing at the Southwest Corner of said Northeast Quarter; thence South 87 degrees 28 minutes 30 seconds East along the South line thereof, a distance of 16.50 feet to the point of beginning; thence North 02 degrees 40 minutes 44 seconds East, a distance of 399.21 feet; thence South 87 degrees 20 minutes 26 seconds East, a distance of 128.50 feet; thence South 02 degrees 40 minutes 44 seconds West 64.50 feet; thence South 87 degrees 28 minutes 30 seconds East, a distance of 248.70 feet; thence South 02 degrees 40 minutes 44 seconds West, a distance of 334.41 feet to a point of the South line of said Northeast Quarter; thence North 87 degrees 28 minutes 30 seconds, along said line, a distance of 377.20 feet to the point of beginning. Except part in road.

RZ-2023-644

ATTACHMENT 2: ZONING SUPPORT DOCUMENTATION

Attachments

Plan Commission Public Hearing Summary from March 16, 2023

Staff Report

Zoning map of surrounding area

Names and addresses of surrounding property owners

Letter to surrounding property owners

Application

Aerial of location

Preliminary Plat – Hawley Homestead

Randy Diehl gave the staff report:

RE: RZ-2023-644

Applicant: Michael & Kim Hawley

Location: 17208 E. Courtney Atherton Road

Area: 3.01 acres

Request: Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

Purpose: The purpose is to plat the existing single-family residential lot.

Current Land Use and Zoning in the Area:

The zoning in the immediate area is District AG (Agricultural) and District RE (Residential Estates).

Land use is single family residences. Directly to the West is the City of Sugar Creek and County park land - River Bluff Reserve.

The applicants neighbor to the north wishes to purchase a 0.80 tract (270' x 128') and add it into their property. The applicant has a legal non-conforming (grandfathered) tract of ground. By selling off the 0.80 acres this nullifies the grandfather status of the remaining property, which contains the applicant's residence. To bring the property into compliance with the Unified Development Code, the property needs to be rezoned and platted into a one lot subdivision.

The 0.80-acre tract will remain within District AG and unplatted.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2023-644.

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Mr. Antey: *Are there any questions for Randy?*

There were none.

Mr. Antey: *Is the applicant here?*

Michael Hawley, 17208 E. Courtney Atherton Road.

Mr. Antey: *Do you have anything to add to the report?*

Mr. Hawley: No.

Mr. Antey: *Is there anyone else who is in favor of this application?*

There were none.

Mr. Antey: *Is there anyone who is opposed or has questions regarding this application?*

There were none.

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Lake seconded.

Discussion under advisement

Mr. Antey: I like to see legal non-conforming property brought into compliance.

Mr. Lake moved to approve. Mr. Tarpley seconded.

Mr. Tarpley	Approve
Mr. Crawford	Approve
Mr. Farrar	Approve
Mr. Lake	Approve
Chairman Antey	Approve

STAFF REPORT

PLAN COMMISSION

March 16, 2023

RE: RZ-2023-644

Applicant: Michael & Kim Hawley

Location: 17208 E. Courtney Atherton Road

Area: 3.01 acres

Request: Change of zoning from District AG (Agricultural) to District RE (Residential Estates)

Purpose: The purpose is to plat the existing single-family residential lot.

Current Land Use and Zoning in the Area:

The zoning in the immediate area is District AG (Agricultural) and District RE (Residential Estates).

Land use is single family residences. Directly to the West is the City of Sugar Creek and County park land - River Bluff Reserve.

The applicants neighbor to the north wishes to purchase a 0.80 tract (270' x 128') and add it into their property. The applicant has a legal non-conforming (grandfathered) tract of ground. By selling off the 0.80 acres this nullifies the grandfather status of the remaining property, which contains the applicant's residence. To bring the property into compliance with the Unified Development Code, the property needs to be rezoned and platted into a one lot subdivision.

The 0.80-acre tract will remain within District AG and unplatted.

County Plan:

The County Plan Development Diagram illustrates this area within the Urban Development Tier (UDT).

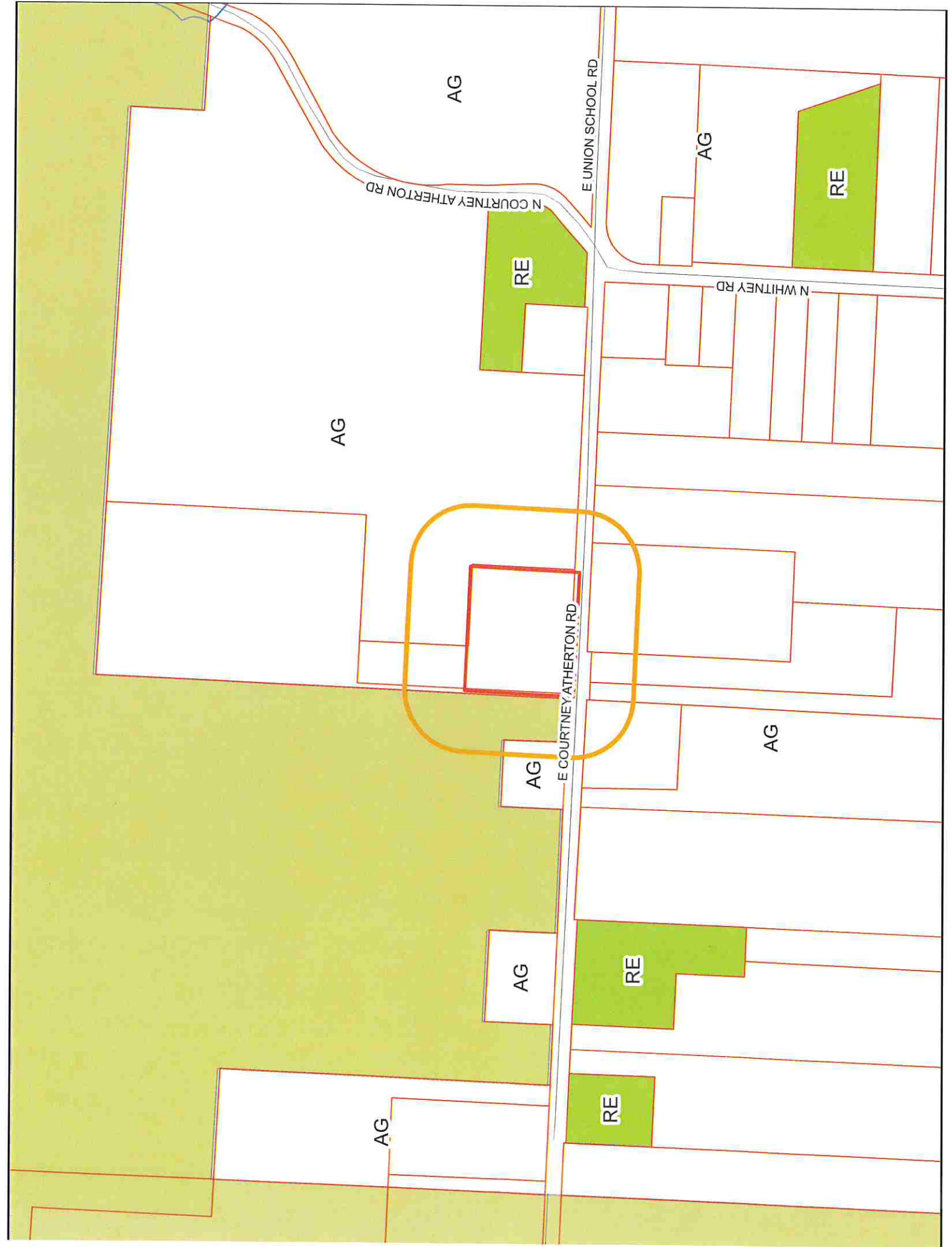
Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends APPROVAL of RZ-2023-644.

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator



Plan Commission March 16, 2023

RZ-2023-644

Property Owners Within 185 feet

Parcel	owner	address	city	state	zip
10-900-05-21-00-0-00-000	BARRETT BILLY O & REGINA K	2103 N YORK ST	INDEPENDENCE	MO	64058
10-900-02-22-00-0-00-000	CAZARES JAMIE ALBERTO JR	17202 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058
10-900-02-26-01-0-00-000	VILLA DEL SENOR FOUNDATION	1101 NORTON AVE	KANSAS CITY	MO	64127
10-900-08-24-00-0-00-000	GOANS NANCY BETH	17307 COURTNEY RD	INDEPENDENCE	MO	64058
10-900-08-07-00-0-00-000	AUDLEY THOMAS J & EMILY L	17301 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058
10-900-08-25-00-0-00-000	DENHAM FLOYD E III	17205 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058
10-900-08-26-00-0-00-000	JACKSON LORETTA L	17201 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058
10-900-07-22-01-0-00-000	GUINN STEVE M & PEGGY L	17107 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058
10-900-02-25-00-0-00-000	JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
10-900-02-23-02-0-00-000	HAWLEY MICHAEL H & KIM W	17208 E COURTNEY ATHERTON RD	INDEPENDENCE	MO	64058



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

March 1, 2023

RE: Public Hearing: RZ-2023-644
Michael & Kim Hawley

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission on a request by Michael & Kim Hawley for a change of zoning from District AG (Agricultural) on 3.01 ± acres to District RE (Residential Estates). The purpose is to plat the single-family residential lot at 17208 E. Courtney Atherton Road.

Please note that this request for a change of zoning affects only the property mentioned above. Adjacent properties will not be affected by the change of zoning. Taxes are based on the land use of a property not the zoning.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 185' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, March 16, 2023, at 8:30 a.m. in the Large Conference Room, 2nd Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4577.

Sincerely,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Frank White, Jr., County Executive

**JACKSON COUNTY, MISSOURI
APPLICATION FOR CHANGE OF ZONING**

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Planning and Development Division,
303 W. Walnut, Independence, Missouri 64050 by the date on the Plan Commission Calendar.
2. Application must be typed or printed in a legible manner.
3. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application.
Incomplete applications will not be accepted and will be returned to the applicant.
4. Attach application for subdivision approval, consistent with the requirements of UDC Section 24003.10, as may be required.
5. The filing fee (non-refundable) must accompany application.
(Check payable to: Manager of Finance)
\$350.00 – Change of Zoning to Residential
\$500.00 – Change of Zoning to Commercial or Industrial

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Rezoning Case Number RZ- 2023-644

Date filed _____ Date of hearing _____

Date advertised _____ Date property owners notified _____

Date signs posted _____

Hearings: Heard by _____ Date _____ Decision _____

 Heard by _____ Date _____ Decision _____

 Heard by _____ Date _____ Decision _____

BEGIN APPLICATION HERE:

1. Data on Applicant(s) and Owner(s):

- a. Applicant(s) Name: Michael H + Kim W Hawley
- Current Mailing Address: 17208 E. Courtney Atherton Rd. Indep, Mo. 64058
- Phone: 816-257-0610 email: gma.kim4514@comcast.net
- b. Legal Owner of Property: Michael H + Kim W. Hawley
- Current Mailing Address: 17208 E. Courtney Atherton Rd, Indep, Mo. 64058
- Phone: 816-257-0610 email: gma.kim4514@comcast.net
- b. Legal Owner of Property: _____
- Current Mailing Address: _____
- Phone: _____ email: _____

2. General location (Road Name) Courtney Atherton Rd.
3. Present Zoning AG Requested Zoning RE
4. AREA (sq. ft. / acres) ~~0.80 acres~~ 3.01 Ac
5. Legal Description of Property: (Write Below or provide copy of deed and survey)
See attached copy
6. Present Use of Property: AG RESIDENCE
7. Proposed Use of Property: AGRE RESIDENCE
8. Proposed Time Schedule for Development: N/A
9. What effect will your proposed development have on the surrounding properties?
N/A
10. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? No
If so, will any improvements be made to the property which will increase or decrease the elevation? _____
11. Describe the source/method which provides the following services, and what effect the development will have on same:
- Water Provider N/A CITY OF INDEPENDENCE
 - Sewage disposal: Onsite Waste Water N/A Public Sewer _____
 - Electricity N/A
 - Fire and Police protection N/A SHERIFF - FORT OSAGE FIRE
12. Describe existing road width and condition: N/A
13. What effect will proposed development have on existing road and traffic conditions? N/A

14. Are any state, federal, or other public agencies approvals or permits required for the proposed development? N/A

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): _____

The LEGAL OWNER(s) of the property must be signatory to this application. If the owner is also the applicant then only the Property Owner portion needs to be filled out. Applications will not be accepted to move forward without the proper signatories.

Verification of ownership will be made using the Tax Rolls and the Recorder of Deeds database.

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Property Owner(s)

Michael H. Hawley
Kim W. Hawley

Date

2-1-2023
2/1/2023

STATE OF Missouri

COUNTY OF JACKSON

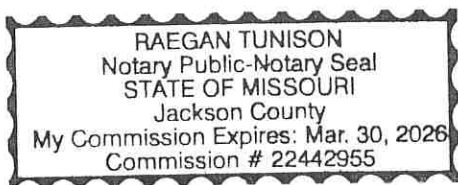
On this 1 day of Feb, in the year of 2023, before me the undersigned notary public, personally appeared Michael H. Hawley and Kim W. Hawley

known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

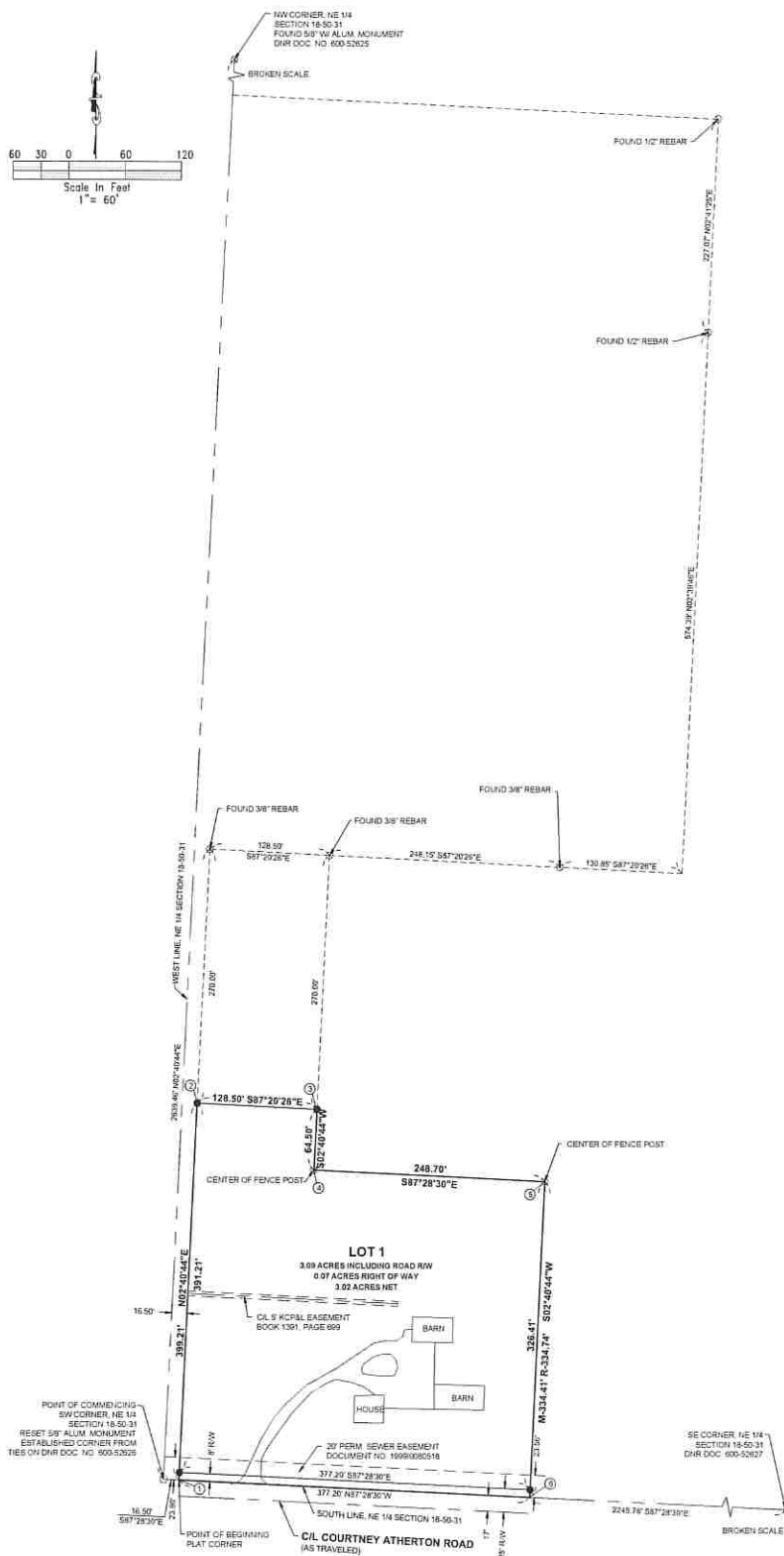
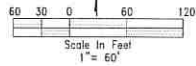
Notary Public Raegan Tunison

Commission Expires 3-30-2026





FINAL PLAT
HAWLEY HOMESTEAD
A PART OF THE NE 1/4
SEC. 18, TWP. 50, RG. 31
JACKSON COUNTY, MISSOURI



- NOTES:
1. PROPERTY CONTAINS 3.68 ACRES MORE OR LESS
 2. CLASS OF SURVEY IS BUREAU
 3. ADDRESS TO SUBJECT PROPERTY IS 17208 E. COURTNEY ATHERTON ROAD, INDEPENDENCE, MO. 64058
 4. PARTIAL TRACT OF LAND AS RECORDED IN DOCUMENT NO. 20220071393

BASIS OF BEARINGS:
BEARINGS SHOWN ARE GRID BEARINGS BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

FLOOD STATEMENT:
PART OF THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOOD PLAIN) AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAP NUMBER 200505010V WITH AN EFFECTIVE DATE OF JANUARY 30, 2017.

SURVEY REFERENCE:
NO TITLE WORK WAS FURNISHED. MAY BE EASEMENTS OR OTHER RECORDS NOT SHOWN HEREON

PLAT DESCRIPTION:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 50, RANGE 31, IN JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 18.90 FEET TO THE POINT OF BEGINNING, THENCE NORTH 02 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 339.21 FEET, THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST, A DISTANCE OF 138.90 FEET, THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST, A DISTANCE OF 64.90 FEET, THENCE SOUTH 87 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 248.70 FEET, THENCE SOUTH 02 DEGREES 40 MINUTES 44 SECONDS WEST, A DISTANCE OF 334.41 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, THENCE NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 377.20 FEET TO THE POINT OF BEGINNING, CONTAINING 3.68 ACRES, MORE OR LESS, EXCEPT THAT PART IN ROAD, PREPARED FEBRUARY 27, 2023 BY ROGER A. BACKUS, PLS. 2134.

DEDICATION:
THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "HAWLEY HOMESTEAD".

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO JACKSON COUNTY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE LOCATION, CONSTRUCTION, MAINTENANCE AND USE OF CONDUITS FOR ALL OR ANY PURPOSE, WATER, GAS, POWER, PHONE, CABLE, OR ANY OTHER, OVER, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" OR "U/E" - P.D.E. = PERMANENT DRAINAGE EASEMENT W/S = WATER EASEMENT.
1. WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS "SEWER EASEMENT", "DRAINAGE EASEMENT" (D.E.) OR "UTILITY EASEMENT" (U/E), THE USE THEREOF SHALL BE RESTRICTED TO THAT PURPOSE.
2. ALL EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY AND ALL BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES WHICH WOULD INTERFERE WITH (A) THE PROPER SAFE AND CONTINUOUS USE AND MAINTENANCE OR RECONSTRUCTION OF THE FACILITIES LOCATED WITHIN SAID EASEMENTS, (B) THE AGENTS AND EMPLOYEES OF JACKSON COUNTY, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENTS IN THE EXERCISING OF THE RIGHTS GRANTED BY SAID EASEMENT.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE SHOWN HEREON.

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

IN TESTIMONY WHEREOF:
THE UNDERSIGNED PROPRIETORS HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF 2023.

MICHAEL H. HAWLEY, HUSBAND RIM W. HAWLEY, WIFE

STATE OF MISSOURI
J.S.
COUNTY OF JACKSON

ON THIS DAY OF 2023, BEFORE ME APPEARED MICHAEL H. AND RIM W. HAWLEY, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND THAT SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED OF SAID PERSONS AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME.

IN WITNESS WHEREOF:
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN MY OFFICE THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC:
MY COMMISSION EXPIRES

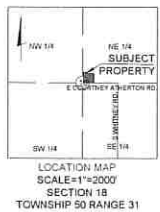
APPROVED BY JACKSON COUNTY, MISSOURI:

PUBLIC WORKS DEPARTMENT DATE

JACKSON COUNTY ASSESSMENT DEPARTMENT DATE

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THE WITHIN PLAT OF "HAWLEY HOMESTEAD" A SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. I FURTHER CERTIFY THAT THE BEARINGS SHOWN IN THE TRAVERSE TABLE ARE GRID BEARINGS, BASED ON THE STATE PLANE COORDINATE SYSTEM OF MISSOURI, WESTERN ZONE OF THE NORTH AMERICAN DATUM OF 1983, THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT, THAT THE LOT CORNERS AND STREET CENTER LINES HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT, THAT I HAVE COMPLIED WITH ALL STATE AND JACKSON COUNTY STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATING OF SUBDIVISIONS TO BE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

SURVEYOR: ROGER A. BACKUS, PLS. 2134



1 METER = 3.28083333
STATE PLANE COORDINATE TABLE

POINT	NORTHING (METERS)	EASTING (METERS)
(1)	33155.813	86925.102
(2)	33127.351	86930.791
(3)	33127.543	861063.915
(4)	33155.836	861068.992
(5)	331252.557	861144.715
(6)	331150.748	861133.851

ALL COORDINATES AND ALL BEARINGS AS SHOWN IN THE TRAVERSE TABLE ARE BASED ON "MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE". "A" - 27 GP'S STATION "LONG" A CORRIDOR GRID FACTOR OF 0.9999120

- SYMBOL LEGEND**
- SET 1" PEG AND CAP PLS. 2134 NO
 - FOUND MONUMENT (AS NOTED)
 - U/E - UTILITY EASEMENT
 - ① - STATE PLANE COORDINATE NUMBER

FOR REVIEW	FINAL PLAT	
	DATE: FEBRUARY 27, 2023	CLIENT:
	MICHAEL & RIM HAWLEY	
	17208 E. COURTNEY ATHERTON RD	
	INDEPENDENCE, MO 64058	
	PROJ. NO. 22-330	
		SHEET 1 OF 1
17208 E. COURTNEY ATHERTON RD, INDEPENDENCE, MO		

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE renewing a conditional use permit (CUP) in District AG (Agricultural) for a period of twenty-five years to operate a campground, as to a 21.8± acre tract.

ORDINANCE NO. 5734, April 17, 2023

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

Section 1. A conditional use permit is hereby renewed for a period of twenty-five years to operate a campground, as to an approximate 21.8± acre tract of land in District AG (Agricultural), commonly known as 4023 N. Barnes Road in Jackson County, Missouri, legally described as follows:


Description: All that part of the Northwest Quarter of the Southeast Quarter of Section 2, Township 50, Range 31, lying East of the Little Blue River, containing 21.8 acres, more or less. Subject to any right-of-way, easements, or other reservation of record.

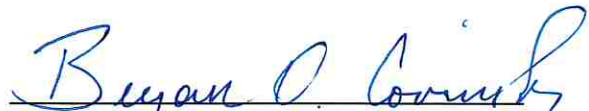
Section 2. The conditional use permit renewed by this Ordinance is subject to no conditions.

Section 3. The Legislature, pursuant to the application of Little Blue Bible Camp, Inc. (CU-2023-242), requesting approval embodied in this Ordinance and with notice that the Jackson County Plan Commission voted 5 to 0 to recommend APPROVAL of this application in a public hearing on March 16, 2023, does adopt this Ordinance pursuant to the Jackson County Charter authorizing the Legislature to exercise legislative power pertaining to planning and zoning.

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. 5734 introduced on April 17, 2023, was duly passed on _____, 2023 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. 5734.

Date

Frank White, Jr., County Executive

Request for Legislative Action

Ord. #5734
Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Ordinance	Res.Ord No.:	5734
Sponsor(s):		Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Authorize']

Project/Title:

CU-2023-242 – Little Blue Bible Camp

Request Summary

Requesting the renewal of a Conditional Use Permit for a period of 25 years to operate a campground on 21.8 ± acres in District AG (Agricultural). The location is 4023 N Barnes Road.

Staff recommends approval because the change in zoning is consistent with the intent and purpose of the County Plan and complies with the Unified Development Code requirements.

The Jackson County Plan Commission held a public hearing on March 16, 2023, and accepted testimony pertaining to the rezoning request. There was no opposition to the request.

The Plan Commission voted 5 to 0 to recommend APPROVAL to the County Legislature.

Contact Information

Department:	Public Works	Submitted Date:	3/20/2023
Name:	Randy D. Diehl	Email:	RDiehl@jacksongov.org
Title:	Development Administrator	Phone:	816-881-4577

Budget Information

Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE: .00%	
WBE: .00%	
VBE: .00%	
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">This legislative action does not impact the County financially and does not require Finance/Budget approval.	

Request for Legislative Action

History

Submitted by Public Works requestor: Randy D. Diehl on 3/20/2023. Comments:

Approved by Department Approver Kristina J. Miller on 3/22/2023 9:02:19 AM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 3/22/2023 9:49:10 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/22/2023 9:56:00 AM. Comments:

Not applicable by Budget Office Approver Mark Lang on 3/23/2023 12:58:38 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 3/24/2023 10:26:57 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:24:22 AM. Comments:

CU-2023-242

ATTACHMENT 1: PROPERTY DESCRIPTION

Description:

All that part of the Northwest Quarter of the Southeast Quarter of Section 2, Township, 50, Range 31, lying East of the Little Blue River, containing 21.8 acres, more or less. Subject to any right-of-way, easements, or other reservation of record.

CU-2023-242

ATTACHMENT 2: ZONING SUPPORT DOCUMENTATION

Attachments

Plan Commission Public Hearing Summary from March 16, 2023

Staff Report

Zoning map of surrounding area

Names/Addresses of Surrounding Property Owners

Copy of letter to said property owners

Application

Aerial of Property

CU-2023-242

ATTACHMENT 3: LIST OF CONDITIONS

Condition Use Permit for a period of 25 (twenty-five) years with the following Conditions:

There are no conditions required for this Conditional Use Permit.

Randy Diehl gave the staff report:

RE: CU-2023-242

Applicant: Little Blue Bible Camp, Inc

Location: 4023 N. Barnes Road

Area: 21.8 ± acres

Request: A Conditional Use Permit for a period of 25 years to operate a campground.

Zoning Classification: District AG (Agricultural)

Current Land Use and Zoning in Area:

Zoning in the surrounding area is Agricultural and Heavy Industrial. Land use is single family homes and agricultural uses.

Comments:

This is a renewal of RZ-1997-028 (Ord. No. 2774) granted by the Legislature January 29, 1998, for 25 years. In 1987 S-656 was granted in 1987 for a 10-year period. There were no conditions attached to either the original permit or the first renewal. The Camp has been in operation for 60 years. The applicant is wishing to extend the permit for an additional 25 years.

County Plan:

The County Plan Development Diagram illustrates this area within the Rural Development Tier (RDT).

Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends approval of CU-2023-242.

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Mr. Antey: Had this lapsed?

Mr. Diehl: Yes. There is a slight lapse with this. In fact, there are a couple more that will be coming before the Commission that have expired. There was an error in our database that with some incorrect dates that caused this. We try to get renewal notices out well before they are expiring so not to cause any lapse of the permit. We don't penalize them. If they are still in operation and have an application in the works, we allow them to continue.

Mr. Antey: I just don't remember this one from before.

Mr. Diehl: The last renewal was 1997. It only expired late last year.

Mr. Antey: *Are there any questions for Randy?*

Mr. Tarpley: Why was it extended for 25 years?

Mr. Diehl: They have a pretty good track record. The last permit was for 25 years with no complaints. This is their third renewal of the permit.

Mr. Antey: *Is the applicant here?*

Ethan Schull, 900 SW Chickadee, Oak Grove. I'm with the Little Blue Bible Camp.

Mr. Antey: *do you have anything to add to the report?*

Mr. Schull: We run about three sessions a year. We have about 72 campers per session in 6 different cabins. We also do crafts and sports. Each session runs from Sunday to Friday for the youths. We also have fundraising events as well.

Mr. Antey: *Is there anyone else who is in favor of this application?*

There were none.

Mr. Antey: *Is there anyone who is opposed or has questions regarding this application?*

There were none.

Motion to take under advisement.

Mr. Tarpley moved to take under advisement. Mr. Lake seconded.

Discussion under advisement

Mr. Lake moved to approve. Mr. Tarpley seconded.

Mr. Tarpley	Approve
Mr. Crawford	Approve
Mr. Farrar	Approve
Mr. Lake	Approve
Chairman Antey	Approve

STAFF REPORT

PLAN COMMISSION

March 16, 2023

RE: CU-2023-242

Applicant: Little Blue Bible Camp, Inc

Location: 4023 N. Barnes Road

Area: 21.8 ± acres

Request: A Conditional Use Permit for a period of 25 years to operate a campground.

Zoning Classification: District AG (Agricultural)

Current Land Use and Zoning in Area:

Zoning in the surrounding area is Agricultural and Heavy Industrial. Land use is single family homes and agricultural uses.

Comments:

This is a renewal of RZ-1997-028 (Ord. No. 2774) granted by the Legislature January 29, 1998, for 25 years. In 1987 S-656 was granted in 1987 for a 10-year period. There were no conditions attached to either the original permit or the first renewal. The Camp has been in operation for 60 years. The applicant is wishing to extend the permit for an additional 25 years.

County Plan:

The County Plan Development Diagram illustrates this area within the Rural Development Tier (RDT).

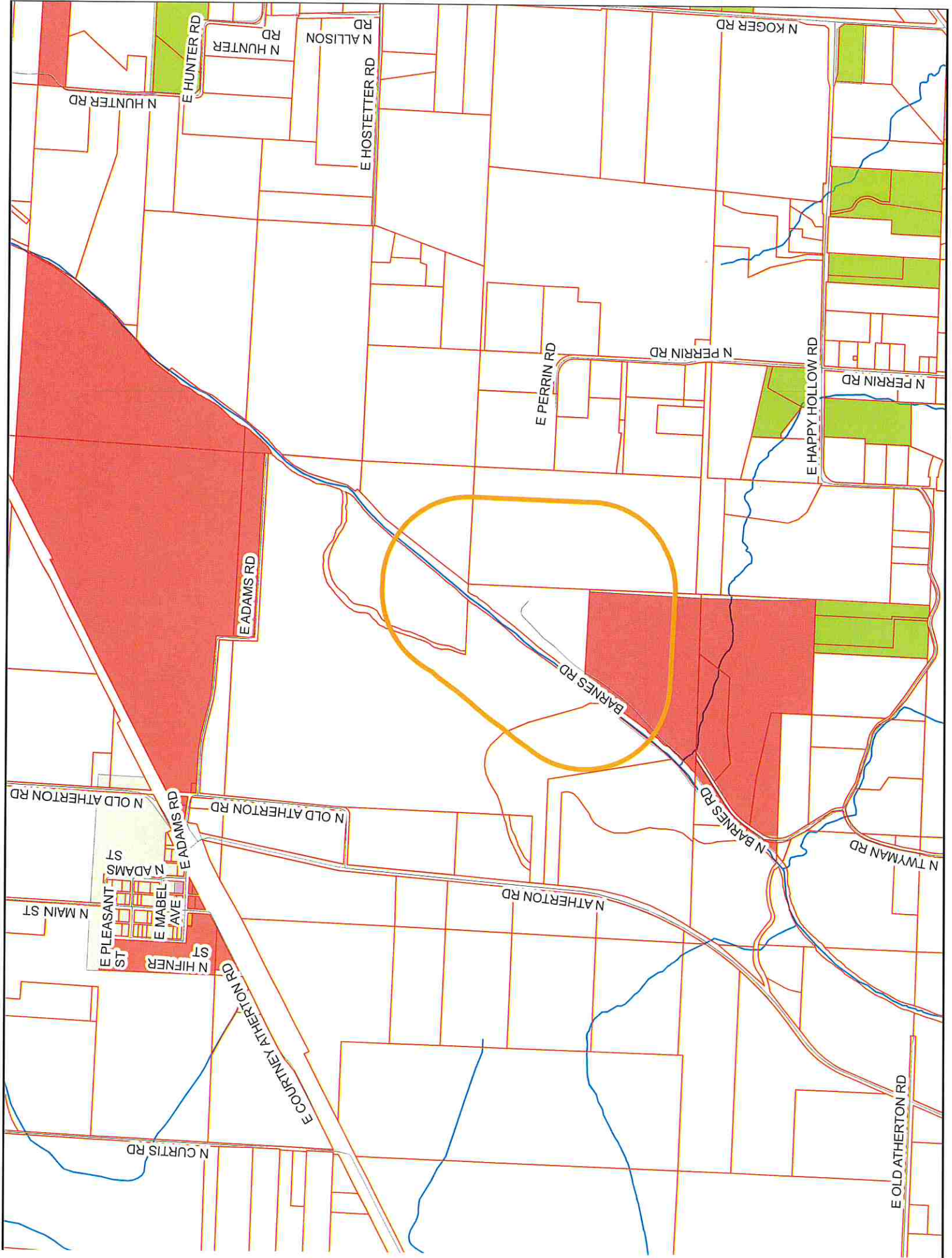
Recommendation:

This request for rezoning is consistent with the intent and purpose of the County Plan.

Staff recommends approval of CU-2023-242.

Respectfully submitted,

Jackson County Public Works
Development Division
Randy Diehl, Administrator



Plan Commission March 16, 2023
CU-2023-242
Property Owners Within 1000 feet

Parcel	owner	address	city	state	zip
09-200-03-21-00-0-00-000	BARNES DOROTHY IRENE	3801 N BARNES RD	INDEPENDENCE	MO	64058
09-200-01-08-00-0-00-000	SHAFFER FARM LLC	5609 N BLUE VALLEY RD	INDEPENDENCE	MO	64059
09-200-01-07-00-0-00-000	SHAFFER FARM LLC	5609 N BLUE VALLEY RD	INDEPENDENCE	MO	64059
09-200-01-10-00-0-00-000	ZIONS RIDGE FOUNDATION	1120 S ELIZABETH	INDEPENDENCE	MO	64056-2311
09-200-04-07-00-0-00-000	JEFFRIES WILLIAM ANDREW-TR	25204 E HAPPY HOLLOW RD	INDEPENDENCE	MO	64058
09-200-04-08-00-0-00-000	ADDISON MICHAEL J	11318 E THOMPSON	SUGAR CREEK	MO	64054
09-200-04-02-00-0-00-000	LITTLE BLUE BIBLE CAMP INC	1905 N ETHAN LN	INDEPENDENCE	MO	64058-1412



JACKSON COUNTY Public Works Department

Jackson County Technology Center
303 West Walnut Street
Independence, Missouri 64050
jacksongov.org

(816) 881-4530
Fax: (816) 881-4448

March 1, 2023

RE: Public Hearing: CU-2023-244
Little Blue Bible Camp

Dear Property Owner:

You are hereby invited to participate in a public hearing to be held by the Jackson County Plan Commission requesting the renewal of a Conditional Use Permit for a period of 30 years to operate a campground on 21.8 ± acres in District AG (Agricultural). The location is 4023 N Barnes Road.

You are being notified pursuant to 24003.5 Chapter 240 (Unified Development Code) of the Jackson County Code, as being an adjacent property within 1000' of the subject property.

The public hearing on this matter will be held by the Plan Commission on Thursday, March 16, 2023 at 8:30 a.m. in the Large Conference Room, 2nd Floor, Historic Truman Courthouse, 112 W. Lexington, Independence, MO.

If you know of any interested party who may not have received a copy of this letter, it would be appreciated if you would inform them of the time and place of the hearing.

If you have any questions concerning this matter, please contact the Development Division at 881-4577.

Sincerely,

Jackson County Public Works
Development Division
Randy Diehl, Administrator

Frank White, Jr., County Executive

JACKSON COUNTY, MISSOURI
CONDITIONAL USE PERMIT APPLICATION

APPLICANT INFORMATION:

1. Application must be filed with the Jackson County Development Division, 303 W. Walnut, Independence, MO 64050 by the deadline on the Plan Commission Calendar.
 2. Application must be typed or printed in a legible manner.
 3. A scaled map of the property, correlating with the legal description, and clearly showing the property's location must accompany application. Refer to Section 24003.22, pertaining to Site Plan Review within the Unified Development Code.
 4. All applicable sections must be completed. If you need more space to provide information, please use separate 8 1/2"x11" paper, reference the application number and attach it to the application. Incomplete applications will not be accepted and will be returned to the applicant.
 5. The filing fee \$350.00 (non-refundable) must accompany application.
(Check payable to: Manager of Finance)
-

TO BE COMPLETED BY OFFICE PERSONNEL ONLY:

Conditional Use Permit Number CU- 2023-242

Date filed _____ Date of hearing _____

Date advertised _____ Date property owners notified _____

Date signs posted _____

Hearings: Heard by _____ Date _____ Decision _____

 Heard by _____ Date _____ Decision _____

 Heard by _____ Date _____ Decision _____

BEGIN APPLICATION HERE:

1. Data on Applicant(s) and Owner(s):
 - a. Applicant(s) Name: Little Blue Bible Camp Inc
Address: (mail) P.O. Box 261 Oak Grove, MO 64075
Location 4023 N. Barnes Road
Phone: NA
 - b. Owner(s) Name: _____
Address: _____
Phone: _____
 - c. Agent(s) Name: James Shull

Address: 1905 N. Ethan Lane
Independence, MO. 64058
Phone: 816-536-8884

d. Applicant's interest in Property: Member Board of Directors

2. A CONDITIONAL USE PERMIT IS HEREBY REQUESTED for the following described use: A Continuing Operation of a Bible Camp for a period of 25 years; property described as follows: a tract of land 21.83 square feet/acres in size located at 4023 N. Barnes Rd Road.

Present Zoning District _____

3. Legal Description of Property: (Write Below or Attached)

All that part of the NW 1/4 of the SE 1/4 of Sec. 2,
Town 50, Range 31, Lying E+S of the Little Blue
River

4. Present Use of Property: Bible Camp and related Activities
In Existence For 60 Years Now

5. Proposed Use of Property: Continued use as a summer Bible
Camp for Christian recreational and educational purposes
and all related activities

6. Estimated Time Schedule for Development: NONE

7. What effect will your proposed development have on the surrounding properties?

NONE

8. Is any portion of the property within the established flood plain as shown on the FEMA Flood Boundary Map? yes

If so, will any improvements be made to the property which will increase or decrease the elevation? NO

9. Describe the source/method which provides the following services, and what effect the development will have on same:

a. Water well water

b. Sewage disposal ON site

c. Electricity public Energy

d. Heating propane

e. Fire and Police protection Fort Osage Fire Jackson County Sheriff

10. Describe existing road width and condition: Private Drive

11. What effect will proposed development have on existing road and traffic conditions? NONE

12. Are any state, federal, or other public agencies approvals or permits required for the proposed development? NONE

If so, describe giving dates of application and status (include permit numbers and copies of same, if issued): _____

Verification: I (We) hereby certify that all of the foregoing statements contained in any papers and/or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature

Date

Property Owner(s)

James R. Shull 2/28/2023
(agent) for Little Blue Bible Camp
Board of Directors

Applicant(s):

Contract Purchaser(s):

STATE OF

Missouri

COUNTY OF

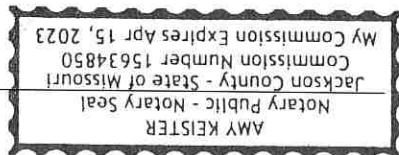
Jackson

On this Third day of March, in the year of 2023, before me the undersigned notary public, personally appeared

[Signature]
known to me to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public



Commission Expires

4-15-23



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of doors and restroom partition parts and replacement, repairs, maintenance, and associated services for use by various County departments to DH Pace Company, Inc., d/b/a Overhead Door Company of Olathe, KS, under the terms and conditions of Invitation to Bid No. 23-004.

RESOLUTION NO. 21228, April 17, 2023

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-004 for the furnishing of door and restroom partition parts and replacement, repairs, maintenance, and associated services for use by various County departments; and,

WHEREAS, a total of fourteen notifications were distributed and viewed and one response was received and evaluated from DH Pace d/b/a Overhead Door Company of Olathe, KS; and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of these items and services to DH Pace Company, Inc. of Olathe, KS, as the lowest and best bid received; and,

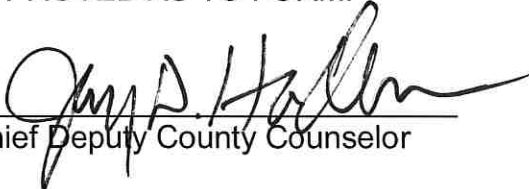
WHEREAS, this award is made on an as needed basis and does not obligate the County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

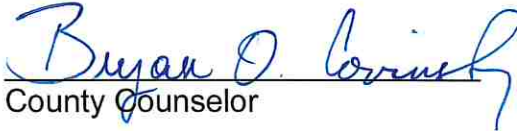
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21228 of April 17, 2023, was duly passed on _____, 2023 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 is subject to annual appropriation.

4/6/2023

Date



Chief Administrative Officer

Request for Legislative Action

Res. #21228
Sponsor: Jeanie Lauer
Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21228
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Doors, Restroom Partition Parts and Services for use by Various County Departments to DH Pace Company, Inc of Olathe, Kansas under the terms and conditions of Invitation to Bid No. 23-004.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Doors/Restroom Partition Parts and Service. The Purchasing Department issued Invitation to Bid No. 23-004 in response to those requirements. A total of 129 notifications were distributed, fourteen (14) document takers and one (1) response was received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotation Sheet and the using County Departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department and the using Departments recommend the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Doors/Restroom Partition Parts and Service for use by Various County Departments to DH Pace Company, Inc of Olathe, Kansas as the lowest and best bid under the terms and conditions of Invitation to Bid No. 23-004.

Annual Estimated Usage:

Parks + Rec: \$60,000

Public Works: \$15,000

Sheriff's Office: \$2,000

Total: \$77,000

This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchase(s) is subject to annual appropriations. Current Certificate of Compliance on file.

Contact Information

Department:	Finance	Submitted Date:	3/23/2023
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20574	December 7, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE: .01%	Good faith effort approved by CRO
WBE: .00%	Insufficient wbe
VBE: .00%	Voluntary
Prevailing Wage	

Request for Legislative Action

Approval of a Term and Supply contract which may include construction project(s) over \$75000	['Utilizes Term and Supply contract']
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Fiscal Information

- 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.

Request for Legislative Action

History

Submitted by Finance requestor: Keith E. Allen on 3/23/2023. Comments:

Returned for more information by Department Approver Bob Crutsinger on 3/24/2023 8:09:05 AM.
Comments: Returning per voicemail related to reference to prior county legislation.

Submitted by Requestor Keith E. Allen on 3/24/2023 9:13:28 AM. Comments:

Approved by Department Approver Bob Crutsinger on 3/24/2023 9:24:31 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 3/27/2023 9:04:46 AM. Comments:

Returned for more information by Compliance Office Approver Jaime Guillen on 3/27/2023 9:42:38 AM.
Comments: MWVBE Contractor Utilization Plan is incomplete--needs List of Intended Subcontractors.

Submitted by Requestor Keith E. Allen on 3/30/2023 11:59:08 AM. Comments:

Approved by Department Approver Bob Crutsinger on 3/30/2023 5:21:23 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:36:11 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 12:34:44 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/31/2023 12:40:49 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 3/31/2023 1:47:14 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:06:43 PM. Comments:



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: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: March 23, 2023

SUBJECT: Recommendation for Vendor: DH Pace

Please consider DH Pace be awarded term and supply vendor for bid No. 23-004 Doors, Restroom Partition Parts & Service to County Road and Bridge division. In addition, besides meeting all the bid requirements, DH Pace has been around for a number of years, and they have competitive pricing and experience.

It is estimated that the County Road and Bridge division could spend approximately \$15,000.00 annually with DH Pace.

For the reasons above, it has been requested that DH Pace be awarded the term and supply contract for bid No. 23-004 Doors, Restroom Partition Parts & Service.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Keith Allen, Purchasing
FROM: Beth Money, Office Administrator
CC: Sgt. Eli Postlethwait
RE: Recommendation Memo 23-004 Doors, Restroom Partition Parts & Service
Date: February 6, 2023

The Sheriff's Office has an ongoing need for vendors to provide doors and restroom parts and service. Sgt. Eli Postlethwait has reviewed the bid submitted by D.H. Pace Company, Inc. We recommend awarding the contract to D.H. Pace Company, Inc. as their pricing, products and service will meet our needs.

The Sheriff's Office will spend approximately \$2,000 annually using this contract.



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: Keith Allen, Sr. Buyer, Purchasing Department

FROM: John Johnson, Superintendent of Park Operations

DATE: March 21, 2023

SUBJECT: Recommendation - Bid No. 23-004 Doors, Restroom Partition Parts & Service

Parks + Rec recommend award of this contract to DH Pace. This is the incumbent term and supply and they have provided quality service and products in the past.

Parks + Rec **projected usage** during the next twelve months is \$ 60,000.

Please advise if you have questions or need additional information.

Thank you.



Frank White, Jr., County Executive

ATTACHMENT 1
BIDDER'S QUOTATION SHEET

No.	Description	Pricing/Discount
	Hourly Rates for Services	
1.	Doors: Rate per Hour – Regular Time	\$ 90.00
2.	Doors: Rate per Hour – Overtime	\$135.00
3.	Restroom Partitions: Rate per Hour – Regular Time	\$ 90.00
4.	Restroom Partitions: Rate per Hour – Overtime	\$135.00
5.	Electronic Work: Rate per Hour – Regular Time	\$ 90.00
6.	Electronic Work: Rate per Hour – Overtime	\$135.00
7.	Construction of New Openings: Rate per Hour – Regular Time	\$ 90.00
8.	Project Management: Rate per Hour – Regular Time	\$ 90.00
	Discount on List Price	
9.	Replacement Doors and Parts	10 %
10.	Restroom Partitions and Parts	10 %



23-004 - Doors, Restroom Partition Parts & Service

Project Overview

Project Details	
Reference ID	23-004
Project Name	Doors, Restroom Partition Parts & Service
Project Owner	Keith Allen
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Doors & Restrooms Parts & Service for use by various Jackson County, MO Departments on a Twelve (12) Month Contract with a Twelve (12) Month Option to Extend.
Open Date	Jan 06, 2023 5:00 PM CST
Intent to Bid Due	Jan 31, 2023 1:30 PM CST
Close Date	Jan 31, 2023 2:00 PM CST

Highest Scoring Supplier	Score
DH Pace	92.5 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Addenda	Jan 31, 2023 2:03 PM CST	Keith Allen
Affidavit	Jan 31, 2023 2:03 PM CST	Keith Allen
Certificate of Compliance	Jan 31, 2023 2:03 PM CST	Keith Allen
Exhibit F - Bidder's Exceptions	Jan 31, 2023 2:03 PM CST	Keith Allen
Greater KC Metro Area Memo	Jan 31, 2023 2:03 PM CST	Keith Allen
Statement of Contractor's Qualifications	Jan 31, 2023 2:03 PM CST	Keith Allen
Term and Supply Contract Page	Jan 31, 2023 2:03 PM CST	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Jan 31, 2023 2:03 PM CST	Keith Allen
Compliance Goals	Jan 31, 2023 2:03 PM CST	Keith Allen



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Addenda	A-2 - Affidavit	A-3 - Certificate of Compliance
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
DH Pace	92.5 pts	0 pts	Pass	Pass	Pass

	A-4 - Exhibit F - Bidder's Exceptions	A-5 - Greater KC Metro Area Memo	A-6 - Quotation Sheet - Attachment 1	A-7 - Statement of Contractors Qualifications	A-8 - Term & Supply Contract Page
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
DH Pace	Pass	Pass	Pass	Pass	Pass



	A-9 - Compliance Goals	B - Department Evaluation	B-1 - Statement of Contractor's Qualifications	B-2 - Exhibit F - Exceptions	B-3 - Attachment 1 - Bidder's Quotation Sheet
Supplier	Pass/Fail	/ 100 pts	/ 30 pts	/ 20 pts	/ 50 pts
DH Pace	Pass	92.5 pts	28.75 pts	20 pts	43.75 pts



Proposal Scores

DH Pace - Scoring Summary

Evaluation Group 1 - Main Evaluation

	A - Purchasing Evaluation	A-1 - Addenda	A-2 - Affidavit	A-3 - Certificate of Compliance	A-4 - Exhibit F - Bidder's Exceptions
Reviewer	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	0 pts	Pass	Pass	Pass	Pass
	Average:	Pass	Pass	Pass	Pass
		↓	↓	↓	↓
Calculated:	0 pts	Pass	Pass	Pass	Pass



	A-5 - Greater KC Metro Area Memo	A-6 - Quotation Sheet - Attachment 1	A-7 - Statement of Contractors Qualifications	A-8 - Term & Supply Contract Page	A-9 - Compliance Goals
Reviewer	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Keith Allen	Pass	Pass	Pass	Pass	Pass
	Pass	Pass	Pass	Pass	Pass
	↓	↓	↓	↓	↓
Calculated:	Pass	Pass	Pass	Pass	Pass

Evaluation Group 2 - Department Evaluation

	Total	B - Department Evaluation	B-1 - Statement of Contractor's Qualifications	B-2 - Exhibit F - Exceptions	B-3 - Attachment 1 - Bidder's Quotation Sheet
Reviewer	/ 100 pts	/ 100 pts	/ 30 pts	/ 20 pts	/ 50 pts
Rick Gerla	95 pts	95 pts	30 pts	20 pts	45 pts



	Total	B - Department Evaluation	B-1 - Statement of Contractor's Qualifications	B-2 - Exhibit F - Exceptions	B-3 - Attachment 1 - Bidder's Quotation Sheet
Reviewer	/ 100 pts	/ 100 pts	/ 30 pts	/ 20 pts	/ 50 pts
John Johnson	75 pts	75 pts	25 pts	20 pts	30 pts
Eli Postlethwait	100 pts	100 pts	30 pts	20 pts	50 pts
Matt Willier	100 pts	100 pts	30 pts	20 pts	50 pts
		Average:	28.75 pts	20 pts	43.75 pts
			↓	↓	↓
Calculated:	92.5 pts	92.5 pts	28.75 pts	20 pts	43.75 pts

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of auto/truck parts and repair services for use by various County departments to NAPA Auto Parts of Kansas City, KS, Factory Motor Parts of Kansas City, MO, and Metro Ford of Independence, MO, under the terms and conditions of Invitation to Bid No. 23-003.

RESOLUTION NO. 21229, April 17, 2023

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 23-003 for the furnishing of auto/truck parts and repair services for use by various County departments; and,

WHEREAS, a total of twelve notifications were distributed and viewed and three responses were received and evaluated, from the following:

BIDDER

NAPA Auto Parts
Kansas City, KS

Factory Motor Parts
Kansas City (Jackson County), MO

Metro Ford
Independence, MO

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the split award of a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of these parts and services to NAPA Auto Parts of Kansas City, KS, Factory Motor Parts of Kansas City, MO, and Metro Ford of Independence, MO; and,

WHEREAS, a split award is recommended to ensure continued availability and variety of needed parts from multiple sources; and,

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

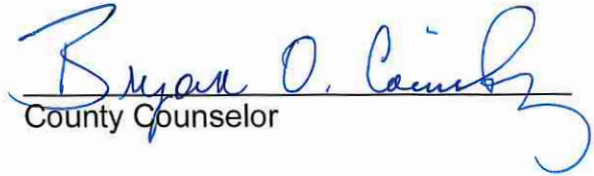
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract and any extension, to the extent that sufficient appropriations to the using agencies are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21229 of April 17, 2023, was duly passed on _____, 2023 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 is subject to annual appropriations.


Date


Chief Administrative Officer

Request for Legislative Action

Resolution No. 21229

Sponsor: Jeanie Lauer

Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21229
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding a split contract for a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of Automotive/Truck Parts and Repair Services for use by various County Departments to NAPA Auto Parts of Kansas City, Kansas, Factory Motor Parts of Kansas City, Missouri and Metro Ford of Independence, Missouri under the terms and conditions of Invitation to Bid No. 23-003.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Automotive/Truck Parts and Repair Services. The Purchasing Department issued Invitation to Bid No. 23-003 in response to those requirements. A total of 106 notifications were distributed, Twelve (12) viewed with three (3) responses received and evaluated. An Executive Summary of the Invitation to Bid, including the Contractor's Quotations and the using departments Recommendation Memos are attached.

Pursuant to Section 1054.6 of the Jackson County Code, the Purchasing Department recommends a split award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve Month Option to Extend for the furnishing of Automotive/Truck Parts and Repair Services to NAPA Auto Parts of Kansas City, Kansas, Factory Motor Parts of Kansas City, Missouri and Metro Ford of Independence, Missouri under the terms and conditions of Invitation to Bid No. 23-003 as the best qualified bids received. A split award is recommended for this bid because one single vendor does not accommodate every part needed for County equipment and this will ensure that the County Department needs are met.

An annual estimated usage of \$105,000. 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.

A current Certificate of Compliance has been filed for each recommended awardee.

Contact Information

Department:	Finance	Submitted Date:	3/30/2023
Name:	Keith E. Allen	Email:	keallen@jacksongov.org
Title:	Senior Buyer	Phone:	816-881-3465

Request for Legislative Action

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20573	December 7, 2020

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

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

Request for Legislative Action

Fiscal Information

- 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.

History

Submitted by Finance requestor: Keith E. Allen on 3/30/2023. Comments:

Approved by Department Approver Bob Crutsinger on 3/30/2023 3:54:02 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:39:43 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 12:30:52 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/31/2023 12:39:35 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 3/31/2023 1:47:46 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:07:53 PM. Comments:



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: Keith Allen, Senior Buyer, Purchasing

FROM: John Johnson, Superintendent, Park Operations

DATE: March 29, 2023

SUBJECT: ITB No. 23-003, Auto/Truck Parts & Repair Services

Please consider Bid No. 23-003 Auto/Truck Parts be a split award to NAPA Auto Parts, Metro Ford and Factory Motor Parts.

One single vendor does not accommodate every part needed for all of Parks + Rec equipment and vehicles. Also, the bids from the vendors have a cheaper price than the other for certain parts, for example, the most common battery Park's uses is priced lowest at Factory Motor. NAPA has the greatest discount on most other items, and we need Metro Ford to easily get original parts for our older Ford trucks.

Parks + Rec's **projected usage** during the next twelve months is \$40,000.

Thank you.



Frank White Jr., County Executive



Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

INTER-OFFICE MEMO

TO: Keith Allen, Purchasing
FROM: Beth Money, Office Administrator
CC: Sgt. John Payne
RE: Recommendation Memo 23-003 Auto/Truck Parts
Date: March 30, 2023

The Sheriff's Office has an ongoing need for vendors to provide auto/truck parts. Sgt. John Payne has reviewed the bids submitted by Factory Motor Parts, Metro Ford, Inc., and NAPA Auto Parts. We recommend awarding a split contract to Factory Motor Parts and NAPA Auto Parts as their pricing and products will meet our needs.

The Sheriff's Office will spend approximately \$15,000 annually using this contract.



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: Keith Allen, Finance and Purchasing Department

FROM: Matt Willier, Assistant Road and Bridge Administrator, Public Works Department

DATE: March 30, 2023

SUBJECT: Recommendation for Vendors: Metro Ford Inc., Factory Motor Parts, and Napa Auto Parts

Please consider bid No. 23-003 Auto/Truck Parts & Repair Services - Non Dealer be split and awarded to Metro Ford Inc., Factory Motor Parts, and Napa Auto Parts.

One single vendor does not accommodate every part needed for County equipment. Also, one vendor may have a cheaper price than the other for certain parts.

It is estimated that Road & Bridge Public Works could spend approximately \$50,000.00 annually between these 3 vendors.

For the reasons above, it has been requested that bid No. 22-003 Auto/Truck Parts & Repair Services - Non Dealer be split and awarded to Metro Ford Inc., Factory Motor Parts, and Napa Auto Parts.

Thank you for your consideration,

Thank you,

Matt Willier, Assistant Road & Bridge Administrator



23-003 - Auto/Truck Parts & Repair Services - Non Dealer

Project Overview

Project Details	
Reference ID	23-003
Project Name	Auto/Truck Parts & Repair Services - Non-Dealer
Project Owner	Keith Allen
Project Type	ITB
Department	Various Departments
Budget	\$0.00 - \$0.00
Project Description	Jackson County, Missouri is seeking bids for the furnishing of Automotive/Truck Parts and Repair Services for use by various Jackson County, MO Departments on a Twelve (12) Month Contract with a Twelve (12) Month Option to Extend.
Open Date	Feb 10, 2023 12:00 PM CST
Intent to Bid Due	Mar 14, 2023 1:30 PM CDT
Close Date	Mar 14, 2023 2:00 PM CDT

Highest Scoring Supplier	Score
NAPA Auto Parts	91.67 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Addenda	Mar 23, 2023 9:14 AM CDT	Keith Allen
Affidavit	Mar 23, 2023 9:14 AM CDT	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Mar 23, 2023 9:09 AM CDT	Keith Allen
Certificate of Compliance	Mar 23, 2023 9:09 AM CDT	Keith Allen
Exhibit F - Bidder's Exceptions	Mar 23, 2023 9:09 AM CDT	Keith Allen
Statement of Contractor's Qualifications	Mar 23, 2023 9:09 AM CDT	Keith Allen
Attachment 1 - Bidder's Quotation Sheet	Mar 23, 2023 10:52 AM CDT	Keith Allen



Scoring Summary

Active Submissions

	Total	A - Purchasing Evaluation	A-1 - Addenda	A-2 - Affidavit	A-3 - Attachment 1 - Quotation Sheet
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail
NAPA Auto Parts	91.67 pts	0 pts	Pass	Pass	Pass
FACTORY MOTOR PARTS	85 pts	0 pts	Pass	Pass	Pass
Metro Ford Inc.	68.33 pts	0 pts	Pass	Pass	Pass



	A-4 - Certificate of Compliance	A-5 - Exhibit F - Bidder's Exceptions	A-6 - Statement of Contractor's Qualifications	A-7 - Term and Supply Contract Page	B - Department Evaluation
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
NAPA Auto Parts	Pass	Pass	Pass	Pass	91.67 pts
FACTORY MOTOR PARTS	Pass	Pass	Pass	Pass	85 pts
Metro Ford Inc.	Pass	Pass	Pass	Pass	68.33 pts

	B-1 - Exhibit F - Bidder's Exceptions	B-2 - Statement of Contractor's Qualifications	B-3 - Attachment 1 - Bidder's Quotation Sheet
Supplier	/ 15 pts	/ 35 pts	/ 50 pts
NAPA Auto Parts	15 pts	31.67 pts	45 pts
FACTORY MOTOR PARTS	15 pts	30 pts	40 pts



	B-1 - Exhibit F - Bidder's Exceptions	B-2 - Statement of Contractor's Qualifications	B-3 - Attachment 1 - Bidder's Quotation Sheet
Supplier	/ 15 pts	/ 35 pts	/ 50 pts
Metro Ford Inc.	15 pts	23.33 pts	30 pts

**Attachment 1 Bidder's
Quotation Sheet**

No	Description	Price
1	Spark Plug Wire Set for 2009 Chevrolet Pickup, 4.3-liter engine, 2x4	\$ 34.31
2	Gas Charged Rear Shocks for 2006 F-550 Ford, 6.0 diesel engine, 4x4	\$ 53.83 per
3	Water Pump for 2017 F-350 4x4 6.2 liter	\$ 89.95
4	Idler Arm for 2006 Chevrolet Trailblazer, 4.2-liter engine, 2x4	\$ 28.14
5	Idler Arm for 2006 Chevrolet Pickup, 5.3-liter engine, 4x4	\$ 54.13
6	Master Cylinder for 2006 F-550 Ford, 6.0-liter engine, 4x4 with hydro boost brake control	\$ 126.34
7	Spark Plug for 2017 F-350 4x4- NGK Iridium OE	\$ 8.35 per
8	Headlight for 2017 F-350 4x4	\$ 11.17 per
9	Light Bulb, Mini 1157 (double pack)	\$ 3.14 2 pack
10	Light Bulb, Mini 3157 (double pack)	\$ 3.38 2 pack
11	Lower Radiator Hose for 2008 Ford Crown Victoria, 4.6-liter engine	\$ 44.04
12	Power Steering Pump for 2017 F-350 4x4	\$ 112.87
13	Power Steering Pump for 2010 Ford Escape, 3.0-liter engine, 2x4- Electronic	\$ 713.50
14	Oil Pressure Switch for 2014 Chevrolet Pickup, 5.3-liter engine, 4x4	\$ 28.69
15	Spark Plug Wire Set for 2017 F-350 4x4 COIL BOOTS NOT WIRES	\$ 8.35 each
16	Serpentine Belt for 2008 Ford Escape, 3.0-liter engine, 2x4	\$ 17.75
17	Group 31 Battery	\$ 82.93
18	Group 58 Battery	\$ 115.05
19	Group 65 Battery	\$ 120.54
20	ABS Wheel Sensor for 2010 F350 Flatbed	\$ 68.63
21	Charcoal Cannister for 2017 F350 4x4	\$ 145.33
22	<p>MISCELLANEOUS CATALOG ORDER ITEMS:</p> <p>LIST PERCENTAGE OF DISCOUNT YOU ARE OFFERING THE COUNTY FROM YOUR RETAIL PRICING ON MISCELLANEOUS ITEMS NOT LISTED ABOVE</p> <p>If more than one discount, list each discount, manufacturer, item type and submit on your own letterhead and attach it to this Invitation to Bid.</p> <p>NOTE: If a discount is not being offered, enter a Zero (0) or enter "NONE OFFERED" in the Discount Offered Column. YOU MUST INCLUDE A COPY OF THE PRICE LIST OR CATALOG YOU ARE OFFERING A DISCOUNT ON WITH YOUR BID.</p>	<p>Discount Offered</p> <p>See attached pricing sheet for all other lines</p>

Bidder Name: Genuine Parts Company, dba NAPA

CATEGORY	DESCRIPTION	PERCENT DISCOUNT (%)
1	AIR CONDITIONING	52%
2	ALTERNATORS AND STARTERS	53%
3	BATTERIES	46%
4	BEARING, BALL AND ROLLER	57%
5	BELTS AND HOSES	48%
6	BRAKES	56%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS, SENSORS AND EXHAUST	54%
9	ENGINE AND DRIVE TRAIN	52%
10	FILTERS, OIL, GAS, AIR AND TRANSMISSION	72%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	53%
13	LAMPS, LIGHTING AND MIRRORS	56%
14	OILS, CHEMICALS, FLUIDS AND LUBRICANTS	52%
15	PUMPS, FUEL AND WATER	54%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	52%
17	WIPERS/WASHERS	59%
18	WINTER ACCESSORIES	60%
19	GENERAL AUTOMOTIVE PARTS (Aftermarket Automotive Parts not included in Categories 1-18.)	49%
20	AUTOMOTIVE REPAIR SHOP SUPPLIES, EQUIPMENT AND TOOLS (e.g. cleaning supplies, wrenches, etc.)	46%



FACTORYMOTORPARTS™

Jackson County Discount Sheet

Catalog: www.factorymotorparts.com

ACDelco Parts: Dealer Cost

Motorcraft Parts: Dealer Cost

Centric Brakes: 68%

Continental Belts & Hoses: 62%

Dorman: 62%

Federal Mogul: 63%

Felpro Gaskets: 60%:

FVP Products & Parts: 62%

Ideal Hose Clamps: 70%

KYB 62%

Moog suspension: 65%

Standard Ignition: 59%

Wix Filters: 40%

Attachment 1
Bidder's Quotation Sheet

No	Description	Price
1	Spark Plug Wire Set for 2009 Chevrolet Pickup, 4.3-liter engine, 2x4	\$ 33.57
2	Gas Charged Rear Shocks for 2006 F-550 Ford, 6.0 diesel engine, 4x4	\$ 58.88 each
3	Water Pump for 2017 F-350 4x4	\$ 111.32 V-10
4	Idler Arm for 2006 Chevrolet Trailblazer, 4.2-liter engine, 2x4	\$ N/A
5	Idler Arm for 2006 Chevrolet Pickup, 5.3-liter engine, 4x4	\$ N/A
6	Master Cylinder for 2006 F-550 Ford, 6.01-liter engine, 4x4 with hydro boost brake control	\$ 183.99
7	Spark Plug for 2017 F-350 4x4	\$ 10.17 each
8	Headlight for 2017 F-350 4x4	\$ 17.83
9	Light Bulb, Mini 1157 (double pack)	\$ 6.48
10	Light Bulb, Mini 3157 (double pack)	\$ 6.48
11	Lower Radiator Hose for 2008 Ford Crown Victoria, 4.6-liter engine	\$ 47.96
12	Power Steering Pump for 2017 F-350 4x4	\$ 300.15
13	Power Steering Pump for 2010 Ford Escape, 3.0-liter engine, 2x4	\$ N/A
14	Oil Pressure Switch for 2014 Chevrolet Pickup, 5.3-liter engine, 4x4	\$ 30.90
15	Spark Plug Wire Set for 2017 F-350 4x4	\$ 110.40
16	Serpentine Belt for 2008 Ford Escape, 3.0-liter engine, 2x4	\$ 27.83
17	Group 31 Battery	\$ 188.60
18	Group 58 Battery	\$ 137.95
19	Group 65 Battery	\$ 137.95
20	ABS Wheel Sensor for 2010 F350 Flatbed	\$ 63.25
21	Charcoal Cannister for 2017 F350 4x4	\$ 140.50
22	<p>MISCELLANEOUS CATALOG ORDER ITEMS:</p> <p>LIST PERCENTAGE OF DISCOUNT YOU ARE OFFERING THE COUNTY FROM YOUR RETAIL PRICING ON MISCELLANEOUS ITEMS NOT LISTED ABOVE</p> <p>If more than one discount, list each discount, manufacturer, item type and submit on your own letterhead and attach it to this Invitation to Bid.</p> <p>NOTE: If a discount is not being offered, enter a Zero (0) or enter "NONE OFFERED" in the Discount Offered Column. YOU MUST INCLUDE A COPY OF THE PRICE LIST OR CATALOG YOU ARE OFFERING A DISCOUNT ON WITH YOUR BID.</p>	<p>Discount Offered</p> <p>Cost + 15% %</p>

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract on the 2023 pavement maintenance program (mill and overlay), County Project 3272, to Superior Bowen Asphalt Company, LLC, of Kansas City, MO, under the terms and conditions of Invitation to Bid No 23-012, at an actual cost to the County not to exceed \$1,451,437.00.

RESOLUTION NO. 21230, April 17, 2023

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Invitation to Bid No. 23-021 for the 2023 pavement maintenance program (mill and overlay), 10.9 miles of cold milling, hot-mix asphalt overlay, and pavement markings, County Project 3272; and,

WHEREAS, one response was received from the following:

<u>VENDOR</u>	<u>BID</u>
Superior Bowen Asphalt Company, LLC Kansas City (Jackson County), MO	\$1,572,333.66

and,

WHEREAS, the Directors of Public Works and Finance and Purchasing recommend that award be made to Superior Bowen Asphalt Company, LLC, of Kansas City, MO, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, in the event that line-item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line-item adjustments, to the extent there is no additional cost to the County; and,

WHEREAS, the recommended vendor has agreed to lower its bid price and quantities to match the funds the County has budgeted for this project; 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 Director 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 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. 21230 of April 17, 2023, was duly passed on _____, 2023 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: 004 1506 58040
ACCOUNT TITLE: Special Road & Bridge Fund
Road & Bridge Maintenance
Roads & Highways
NOT TO EXCEED: \$1,451,437.00



Date



Chief Administrative Officer

Request for Legislative Action

Resolution No. 21230
Sponsor: Jeanie Lauer
Date: April 17, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21230
Sponsor(s):	Jeanie Lauer	Legislature Meeting Date:	4/17/2023

Introduction

Action Items: ['Award']

Project/Title:

Awarding 2023 Pavement Maintenance Program – Mill and Overlay Contract, JCPW 3272, to Superior Bowen Asphalt Company, LLC under the terms and conditions of Invitation to Bid No. ITB 23-012.

Request Summary

The 2023 Pavement Maintenance Program was broken into two (2) bid packages. This is the second bid package. Public Works prepared construction plans and technical specifications. Purchasing prepared the Project Manual and Contract Documents for Bid No. ITB 23-012 for 10.9 miles of cold milling, hot-mix asphalt overlay, and pavement markings. Advertisement was posted on the County's website and on the "Bonfire" website. Electronic proposals were opened on March 7, 2023 at the offices of Purchasing with one (1) bidder responding. A detailed bid tabulation is attached. A summary of the bids is as follows: AS READ

<u>Bidder Name</u>	<u>City and State</u>	<u>Bid Submitted</u>
Superior Bowen Asphalt Company, LLC	Kansas City, MO	\$ 1,572,333.66

The Engineers Estimate for the project is \$1,451,600.00.

The Engineering Division contacted Superior Bowen Asphalt Company, LLC to discuss the County's right per the Bid Documents (6.0 Public Works Information and Forms, 6.2 Bid Quantities) to change the bid quantities to accommodate the available funds. The letter for acknowledgment and acceptance of the changes to the Bid is attached. Therefore, the Department of Public Works recommends that the contract be awarded to Superior Bowen Asphalt Company, LLC (Kansas City, MO), using the revised bid quantities, being the lowest and best bidder.

Attached supporting documents include the following:

1. Bid Summary
2. Bid Tabulation
3. Bidder's Quotation
4. Invitation To Bid
5. Certificate of Compliance/JaCo Tax Clearance
6. Road List
7. Mo Secretary of State Good Standing
8. CORE4 Kansas City, Missouri Tax Clearance
9. CORE4 Johnson County Tax Clearance
10. CORE4 Unified Government Tax Clearance

Request for Legislative Action

11. Jackson County Affidavit
12. Contractor Utilization Plan (CUP)
13. Bid Submittal Adjustment Letter from Superior Bowen

We request that:

1. A Resolution be prepared authorizing the County Executive to execute this construction contract with Superior Bowen Asphalt Company, LLC (Kansas City, MO).
2. The Manage of Finance be authorized to encumber \$1,451,437 to cover the costs.
3. The Director of Public Works be authorized to approve adjustments in the construction contract line items, to the extent that there will be no further funding obligation by the County.

Contact Information

Department:	Public Works	Submitted Date:	3/28/2023
Name:	Eric Johnson	Email:	eljohnson@jacksongov.org
Title:	Senior Project Manager, Civil Engineer III	Phone:	816-881-4499

Budget Information

Amount authorized by this legislation this fiscal year:			\$1,451,437
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$1,451,437
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
004 (Special Road & Bridge Fund)	1506 (Road & Bridge Maintenance)	58040 (Roads & Highways)	\$1,451,437

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Resolution:	Resolution date:

Purchasing

Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid

Request for Legislative Action

Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	.00% No vbe
Prevailing Wage	
Not Applicable	

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

Request for Legislative Action

History

Submitted by Public Works requestor: Eric Johnson on 3/28/2023. Comments:

Approved by Department Approver Kristina J. Miller on 3/30/2023 2:35:51 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:41:01 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 12:27:02 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/31/2023 12:45:14 PM. Comments:

Approved by Executive Office Approver Troy Schulte on 3/31/2023 1:46:10 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:08:51 PM. Comments:

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: March 31, 2023

RES # 21230
eRLA ID #: 850

[illegible]

David Moyer
Budget Office



**Jackson County, Missouri
Department of Public Works
Engineering Division**

**2023 PAVEMENT MAINTENANCE PROGRAM
MILL AND OVERLAY
COUNTY PROJECT NO. 3272 ITB NO. 23-012**

UNOFFICIAL BID SUMMARY

BID OPENING DATE AND TIME: March 7, 2023 @ 2:05 PM

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

NO.	Firm	City and State	Amount Bid	% above Low
1	Superior Bowen Asphalt Company, LLC	Kansas City, MO	\$1,572,333.66	0.00%
Engineers Estimate			\$1,451,600.00	-7.68%



Bid Tabulation for 2023 Pavement Maintenance Program Mill and Overlay
County Project No. 3272 - ITB No. 23-012
Department of Public Works - Engineering Division
Bid Opening Date and Time: March 7, 2023 at 2:05 PM

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.				Low Bidder		Engineers Estimate	
				Superior Bowen Asphalt Company, LLC Kansas City, MO			
Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price
1	Asphaltic Concrete Overlay (RC Type 5-01)(40%)	13,671	TONS	\$77.50	\$1,059,502.50	\$70.00	\$956,970.00
2	1.5" Cold Milling	154,311	SY	\$2.25	\$347,199.75	\$2.25	\$347,199.75
3	4" Solid White Edge Lines (Paint)	81,624	LF	\$0.47	\$38,363.28	\$0.46	\$37,547.04
4	4" Solid White Lane Lines (Paint)	955	LF	\$0.47	\$448.85	\$0.46	\$439.30
5	4" Solid Double Yellow Centerline (Paint)	28,472	LF	\$0.94	\$26,763.68	\$0.46	\$13,097.12
6	4" Dashed Yellow and 4" Solid Yellow Centerline (Paint)	7,005	LF	\$0.70	\$4,903.50	\$0.94	\$6,584.70
7	4" Dashed Yellow Centerline (Paint)	4,735	LF	\$0.47	\$2,225.45	\$0.46	\$2,178.10
8	6" Solid White Crosswalk (Paint)	139	LF	\$9.35	\$1,299.65	\$2.00	\$278.00
9	24" White Stop Bar (Paint)	96	LF	\$18.70	\$1,795.20	\$15.50	\$1,488.00
10	18" Yellow Diagonal Median (Paint)	128	LF	\$9.35	\$1,196.80	\$6.39	\$818.05
11	White Left Turn Arrow (Thermo)	11	Each	\$420.00	\$4,620.00	\$250.00	\$2,750.00
12	White Right Turn Arrow (Thermo)	6	Each	\$420.00	\$2,520.00	\$250.00	\$1,500.00
13	White Straight/Right Turn Arrow (Thermo)	1	Each	\$645.00	\$645.00	\$250.00	\$250.00
14	White Straight Arrow (Thermo)	2	Each	\$425.00	\$850.00	\$250.00	\$500.00
15	Force Account	1	FA	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
16	Force Account (Asphalt Price Index)	1	FA	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Bid for Project =					\$1,572,333.66		\$1,451,600.00



BID FORM

Jackson County, Missouri Invitation to Bid No. 23-012
Public Works Department – Engineering Division

BID FOR 2023 PAVEMENT MAINTENANCE PROGRAM MILL AND OVERLAY County Project No. 3272

Item	Description	Quantity	Units	Unit Price	Total Price
1	Asphaltic Concrete Overlay (1.5")(APWA RC Type 5-1)(40%)	13,671	Tons	77.50	1,059,502.50
2	1.5" Cold Milling	154,311	SY	2.25	347,199.75
3	4" Solid White Edge Line (Paint)	81,624	LF	0.47	38,363.28
4	4" Solid White Lane Line (Paint)	955	LF	0.47	448.85
5	4" Double Yellow Centerlines (Paint)	28,472	LF	0.94	26,763.68
6	4" Dashed Yellow and 4" Solid Yellow Centerline (Paint)	7,005	LF	0.70	4,903.50
7	4" Dashed Yellow Centerlines (Paint)	4,735	LF	0.47	2,225.45
8	6" Solid White Crosswalk (Paint)	139	LF	9.35	1,299.65
9	24" White Stop Bar (Paint)	96	LF	18.70	1,795.20
10	18" Yellow Diagonal Median (Paint)	128	LF	9.35	1,196.80
11	White Left Turn Arrow (Thermo)	11	Each	420.00	4,620.00
12	White Right Turn Arrow (Thermo)	6	Each	420.00	2,520.00
13	White Straight/Right Turn Arrow (Thermo)	1	Each	645.00	645.00
14	White Straight Arrow (Thermo)	2	Each	425.00	850.00
15	Force Account	1	FA	\$30,000.00	\$30,000.00
16	Force Account (Asphalt Price Index)	1	FA	\$50,000.00	\$50,000.00
Total Bid for Project =					1,572,333.66

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1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified contractors for the 2023 Pavement Maintenance Program – Mill and Overlay for the Jackson County, Missouri Public Works Department.
- 1.2 This is Jackson County, Missouri Invitation to Bid No. 23-008. Response Deadline is 2:00 PM, CST on February 7, 2023.
- 1.3 Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- 1.4 Point of Contact: The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.5 Project Location: Please see Appendix C of this Invitation to Bid.
- 1.6 This is Jackson County, Missouri Public Works Project Number 3272.

2.0 QUESTION PROCEDURE

- 2.1 All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid.
- 2.2 All Questions must be received on the Bonfire Portal by 5:00 PM, CST on January 31, 2023.
- 2.3 All Questions will be answered on the Q & A or in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
- 2.4 Bonfire will notify bidders of Addenda if they have obtained the Invitation to Bid through Bonfire.
- 2.5 Bidders and their agents (including subcontractors, associates, consultants, or their agents **may not contact any other County associate, staff or elected official** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.6 Inappropriate contacts are grounds for **REJECTION OF YOUR BID**.

3.0 BIDDING REQUIREMENTS

- 3.1 Bid Bond Required:
 - 3.1.1 A Bid Bond in the amount of five percent (5%) of the total bid amount must be uploaded with your bid documents and turned in to the Purchasing Department, Jackson County Courthouse, 415 East 12th Street, Ground Floor, Room G-1, Kansas City, Missouri 64106 upon request of the Purchasing Department.
 - 3.1.2 Bid Surety can be in the form of a Bid Bond by a Surety Company acceptable to the Jackson County, Missouri Purchasing Department, authorized to do business in the

State of Missouri and listed on the Federal Register.

3.1.3 Failure to provide a Bid Bond on or before the Response Deadline of this Invitation to Bid will lead to the **REJECTION OF YOUR BID.**

4.0 AWARD REQUIREMENTS

- 4.1** Certificate of Insurance: The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the Purchasing General Conditions and Exhibit A of the Purchasing Information and Forms included herein, within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.2** Performance and Payment Bond Required: The Successful Bidder will be required to submit to the Purchasing Department a Performance and Payment Bond in the amount of 100% of the contract award within ten business days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing and executed by a Surety Company registered to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.3** Maintenance Bond Required: The Successful Bidder shall be required to submit a Maintenance Bond on the completed work being for a **One-Year Maintenance Period.** The bond must be in a form acceptable to the Director of Finance and Purchasing executed by a Surety Company authorized to do business in the State of Missouri and listed on the Federal Register. The Bond must be received by the Public Works Department at the final acceptance of the work.
- 4.4** Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Bidder and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment.** Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 4.5** Compliance with Chapter 6: The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Invitation to Bid. The **MBE/WBE/VBE Participation Affidavit** must be filled out and turned in with your bid. **If Goals are set by Compliance, they are required, not suggested.** The Recommended Bidder will be required to submit a **List of Intended Subcontractors** to Compliance Review for approval before final award is made. The Participation Affidavit and the List of Intended Subcontractors make up the Contractor's Utilization Plan and are contractually binding. **Failure to comply will result in the REJECTION OF YOUR BID.**
- 4.6** Compliance with State Wage Determination: Compliance with Prevailing Hourly Rate of Wages is required on any resulting contract pursuant Section 290.262 RSMo 1984 Division of Labor Standards, State of Missouri.

5.0 PURCHASING INFORMATION AND FORMS:

5.1 Purchasing Information:

- General Terms and Conditions
- Certificate of Compliance Notice
- Insurance Requirements
- State of Missouri Wage Determination

5.2 Purchasing Forms to be downloaded, filled out and submitted with your bid:

- Affidavit
- Acknowledgement of Addenda
- Exceptions
- MBE/WBE/VBE Participation Affidavit

6.0 PUBLIC WORKS INFORMATION AND FORMS:

6.1 Proposed Work: A total of 151,121 square yards of 1.5" cold milling, over 14,382 tons of asphaltic concrete overlay (RC Type 5-01), and associated pavement markings.

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

6.3 Local Conditions Affecting Work: Each Bidder shall visit the site of the work and shall completely inform themselves 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 bid. There will be no subsequent financial adjustment for lack of such information.

6.4 Period of Performance: All work shall be 100% complete by Friday, September 15, 2023.

6.5 Liquidated Damages: The Successful Bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Special Conditions SC-49 herein.

6.6 Safety Training: Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

6.7 OSHA Ten Hour Training Requirement: 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.

- 6.8 Project Award:** This project will be awarded to the lowest, responsive, responsible Bidder.

GENERAL CONDITIONS

GC-1 SCOPE

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these General Conditions which pertains to a nonexistent condition, and is not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

GC-2 CONTRACT DOCUMENTS

It is understood and agreed that the Advertisement, Instruction to Bidders, Bid, Bond Form(s), Contract Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear, and to define in greater detail, the intent of the Plans and Technical Specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

GC-3 DEFINITIONS

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these Contract Documents shall have the meaning herein given:

- a. "Contract" or "Contract Documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "Owner" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the Contract Agreement hereto attached and for whom the work covered by this Contract is to be performed, acting through its duly authorized officers or agents."
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the Contract Agreement as the "Party of the Second Part" and who has entered this Contract for the performance of the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.
- d. "Engineer" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering, technical inspector, or inspectors duly authorized by the Owner or Engineer, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the Contract Agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the Contract Plans" shall mean and include all:
 - (1) Drawings caused by the Owner to be prepared as a basis for proposals.
 - (2) All drawings submitted by the successful bidder with their proposal and by the Contractor to the Owner, when and as approved by the Engineer and
 - (3) All drawings submitted by the Owner or Engineer to the Contractor during the progress of the work as provided for herein.
- j. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner

and Engineer is intended.

k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

Whenever any statement is made in the Contract Documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the Contract Agreement of which these general conditions are a part.

GC-4 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

GC-5 TITLES AND SUBHEADINGS

The titles or subheadings used in this Contract and on the Plans and drawings and in the technical specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6 COPIES OF CONTRACT

Five (5) copies of the Contractor's Bid as submitted, Bond Form(s), a Statutory Bond where required, and the Contract Agreement shall be prepared. Five (5) of these copies, each containing the Bond (or Bonds) properly executed and the Contract Agreement signed by the Contractor, shall be submitted to and signed by the Owner; two (2) of the copies so signed shall be delivered to the Contractor—one (1) for their surety company and one (1) to the Engineer. Two (2) copies shall remain with the Owner.

GC-7 SCOPE, NATURE, AND INTENT OF TECHNICAL SPECIFICATIONS AND PLANS

The said Technical Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of technical specifications and plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the technical specifications and plans which is necessary to clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Technical Specifications and Plans. The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirement will be paid for as extra work as provided for herein.

GC-8 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to them by the Engineer and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the technical specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer for their check and approval, together with the same number of copies of each drawing required by the Engineer to be revised. On final approval, the Engineer shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the Plans and technical specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such relieve the Contractor of their responsibility for errors contained in such drawings.

GC-11 APPROVED EQUAL

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the technical specifications, the Contractor shall request, in writing, an approval from the Engineer. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer of written approval thereof. If the Engineer is not familiar with the products for which the Contractor desires approval as an equal, they will reserve the right to have the products submitted to an independent testing laboratory of their choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

GC-12 OWNERSHIP OF DRAWINGS

All drawings, technical specifications and copies thereof furnished by the Engineer are their property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to them on request, at the completion of the work.

GC-13 SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer. The Engineer shall check and approve such samples, with reasonable promptness, only for

conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

GC-14 CONTRACTOR TO FURNISH STAKES AND HELP

When the documents or technical specifications require that the Engineer perform staking, the Contractor shall furnish without charge, competent workers from their force and such tools, stakes, and other materials as the Engineer may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

GC-15 LINES AND GRADES

All work done under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which they wish to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor. This paragraph applies to projects for which the Engineer is to make staking surveys and payment is on a unit price basis.

GC-16 WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

GC-17 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until they have properly referenced for relocation and replacement. The Contractor shall furnish, at their own expenses, a duly qualified and Missouri licensed land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the Owner.

GC-18 LEGAL ADDRESS OF CONTRACTOR

Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or

near the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the Owner or the Owner's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by them. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of themselves or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

GC-21 PATENTS

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceeding that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this Contract or by the Technical Specifications therefor.

GC-22 INDEPENDENT CONTRACTOR

The right of general inspection of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent Contractor in respect to the work.

GC-23 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or workmen. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the owner at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the Owner, in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. When two or more contracts are being executed

at one time in such a manner that work on one contract may interfere with that of another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

GC-24 DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

GC-25 METHODS OF OPERATION

The Contractor shall give to the Engineer full information in advance as to their Plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the Owner, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT THEIR OWN RISK

Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefor.

GC-27 AUTHORITY AND DUTY OF THE ENGINEER

It is mutually agreed by and between the parties to this Contract, that the Engineer shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract; that they shall determine all questions in relation to said work and the construction thereof; that they shall in all cases decide every question which may arise relative to the execution of this Contract on the part of said Contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any

directions which, in the opinion of the Contractor, is not in accordance with the meaning and intent of this Contract, the Contractor may file with the Engineer within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer as rendered shall be promptly carried out.

GC-28 INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer) such engineers and inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and technical specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer, or any inspector so appointed, when the same are consistent with the obligations of this Contract and the Technical Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate engineer or inspector the Contractor may make written appeal to the Engineer for their decision. Engineers, inspectors, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the Owner so decides, to annul the Contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and technical specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. The Engineer does not assume any responsibility for work or action of the Contractor.

If work on any project is subject to the approval of the Federal Highway Administration, representatives of the Missouri Highways and Transportation Commission and the Federal Highway Administration shall have access to the project for the purpose of inspecting and reviewing work being performed by any contractor or subcontractor on the project. Contractors and subcontractors shall maintain books, account, ledgers, invoices, drafts, documents, pages, and other business records pertaining to the performance of this project and shall require that such materials be available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for three years from date of final FHWA voucher acceptance under the Contract, for inspection by authorized representatives of the Commission and/or the Federal Highway Administration.

GC-29 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or any of the owner's officials, employees, or agents, nor any order by the owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

GC-30 SUPERINTENDENCE OF WORK

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendent of all operations for and in connection with the work being performed under this Contract, either personal or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the

Contractor and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith.

GC-31 ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer or their representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of workers or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the Owner against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the Plans or not.

GC-34 MODIFICATIONS AND ALTERATIONS

In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the Contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer shall determine, on an equitable basis, the amount of:

- a. Credit due the Owner for Contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the Contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.

- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under the authority of the Owner or by the Owner directly.

GC-35 EXTRA WORK

The term "extra work" as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the Plans, or required or reasonably implied by the technical specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations" herein. It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner. When such extra work is ordered, it shall be paid for either by a lump sum or by unit prices mutually agreed upon by the Owner and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- a. Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work.

The Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to twenty percent (20%) of the sum of the above items will also be paid the Contractor.

- b. Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- c. Materials. For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by them (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- d. Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum fifteen percent (15%) will be added.
- e. Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
- f. Compensation. The Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis.
- g. Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of

such force account work detailed as follows:

1. Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices, and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
6. Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

GC-36 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

GC-37 ASSIGNMENT AND SUBLETTING OF CONTRACT

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of their Contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this Contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than fifty percent (50%) of the contract work.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of their liabilities under their contract.

The Contractor shall give their personal attention of any portion of their contract, which has been sublet, and they shall be responsible for its proper construction.

The prime Contractor, as a condition of this Contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

GC-38 RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of their property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the technical specifications therefore, or that they are executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and their surety of said Owner's intention to terminate this Contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by Contract or otherwise, for the account of the Contractor. The Contractor and their surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional engineering, managerial, and administrative expense; and in such event the Owner may take possession of, and utilize in completing the Work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

GC-39 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever they shall be so required by verbal order of the Owner or Engineer at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by Owner or Engineer, provided that, in the event such delay or suspension of the progress of the Work, or any part thereof, the time for completion of the Work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the Owner or Engineer shall not otherwise modify or invalidate any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

GC-40 LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at their own cost and expense.

GC-41 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the Owner and County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. They shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42 SANITARY REGULATIONS

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of their employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

GC-43 CHARACTER OF EMPLOYEES

The Contractor shall employ only employees, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer shall notify the Contractor that any worker on the jobsite is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the jobsite to any person representing the Owner, such worker shall be immediately discharged from the project and shall not be reemploy thereon except with the consent of the Engineer.

GC-44 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 P.M. to 8:00 A.M., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer. The Engineer, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

GC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

GC-47 HINDRANCES AND DELAYS

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this Contract, except as provided in "GC-39 Suspension of Work on Notice".

GC-48 EXTENSION OF TIME

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Owner or Engineer, or of any employee of either, or by any other Contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the Owner provided, however, that the Contractor shall give the Owner, and the Engineer, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

GC-49 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in Special Conditions, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this Contract at the time stipulated herein and provided for.

GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said owner.

GC-51 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good

condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.

GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-53 PLACING WORK IN SERVICE

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a year thereafter as stipulated in paragraph GC 55.

GC-54 DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first-class condition.

GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of one (1) year from and after the date the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-56 EQUIPMENT GUARANTY

The Contractor is not required to provide a guaranty or warranty on any equipment installed.

GC-57 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof, and shall furnish the owner with satisfactory evidence, when called for by it, and that all persons, firms, or corporations, who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons, firms and corporations,

aforesaid, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this Contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

GC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

The Performance and Payment, and Maintenance bonds shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverages 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.

- a. For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of Contract Documents and herein defined;
- b. For payment of all just claims for labor performed and material furnished; and
- c. For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling their attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying their surety of such failure.

GC-59 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in their Proposal and Bid, or indicated on the Plans, are accurate for the construction shown, and that during the progress of the work the Owner may find it advisable, and it shall have the right, to omit portions of the Work and to increase or decrease the quantities, and that the Owner reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this Contract, which has not actually entered into the construction of said improvements.

GC-60 MONTHLY ESTIMATES AND PAYMENTS

- a. Unit Price Contracts: On or about the first day of each month, the Engineer will make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer such detailed information as requested to aid them as a guide in the preparation of monthly estimates.
- b. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to the Engineer an itemized application for payment, supported to the extent required by the Engineer by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule. If payments are made on account of materials not incorporated

in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.

- c. Certification for Payments: On or about the 10th day of the month the Engineer shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five percent (95%) of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this Contract.

GC-61 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

GC-62 COMPLETION AND ACCEPTANCE OF WORK

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer. Upon completion of the work the Engineer shall satisfy himself, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Technical Specifications, and Contract and report such completion to the Owner.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, the Engineer shall be authorized to prepare a final estimate of the work done under this Contract and the value thereof. Such final estimate shall be submitted to the Owner within ten (10) days after its preparation has been authorized as aforesaid, and the Owner shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and materials furnished.

GC-64 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or any person relating to or affecting the work, and following such acceptance, no persons, firm, or corporation, other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any employee or agent thereof shall be liable or be held to pay any money, except as herein provided.

GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due them for work or materials not clearly provided for in the Contract, Plans, or Technical Specifications, or previously authorized as extra work, they shall notify the Engineer in writing of their intention

to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim.

When the work, on which the claim for additional compensation is based, is work that has been completed, the Contractor shall, within fifteen (15) calendar days after completion of the work in question, submit their written claim to the Engineer who will present it to the Owner for consideration. Claims submitted at times other than those herein specified will not be considered. Each notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

GC-66 SAFETY TRAINING REQUIREMENT FOR ALL ON-SITE EMPLOYEES

The Contractor to whom the Contract is awarded and any subcontractor under such Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project. The Contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

END OF SECTION

SPECIAL CONDITIONS

These Special Conditions constitute modifications, deletions, and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

SC-6 COPIES OF CONTRACT (GC-6). The General Conditions GC-6 is amended by deleting the entire paragraph and replacing it with the following:

- a. Six (6) copies of the Contract Documents will be prepared by the County. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreements, insert executed copies of the required Performance Bonds, Certificate of Liability Insurances, Power of Attorney, and submit all copies to the County. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE COUNTY.
- b. The County will execute all copies, insert the date of contract on the Performance Bonds and Power of Attorney, retain four (4) copies, and forward two(2) copies to the Contractor, one of which should be forwarded to the surety company.

SC-7 SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS (GC-7). The General Conditions GC-7 is amended by adding the following:

- A. All work on this project shall conform to the project drawings and to the Contract Documents.
- B. The Work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the County prior to the opening of the bids or during construction.
- C. All work shall be in accordance with these Standard Specifications. Should any conflict arise between the Contract Documents, Standard Specifications or Plans, the following order of precedence shall be used:
 1. Plans – or Appendix sheets
 2. Technical Specifications
 3. Special Conditions
 4. General Conditions
- D. The Contractor, subcontractors, and fabricators shall be in compliance with all Local, State, and Federal regulations.

SC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULE (GC-9). The General Conditions GC-9 is amended by adding the following:

- A. The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.
- B. The construction progress schedule shall be in a form approved by the County and shall include at least the following information for each significant work item:
 1. Beginning date.

2. Scheduled percentage of completion at the end of each calendar month.
3. Ending date.

The construction progress schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

The County will review the proposed progress schedule and may require the Contractor to revise it if, in the County's judgment, changes are required to accurately reflect the scheduled progress of the Work or provide for completion of the project within the contract time. The revised schedule shall be submitted to the County for their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.

- C. The Contractor will be required to revise their original approved progress schedules any time actual progress of the Work on the Contract lags the scheduled progress by fifteen percent or more. A revised schedule shall be submitted to the County for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- D. The County may withhold monthly Progress Payments otherwise due to the Contractor in the event that progress falls fifteen (15) percent behind the approved progress schedule for two consecutive months and may continue to withhold payments until the Contractor has submitted an acceptable revised schedule and shown a good faith effort to implement same. The County's decision either to withhold or not withhold progress payment shall not waive or release any right the County has to withhold any subsequent progress payments, nor does it relieve the Contractor of their responsibility to complete the project within the contract time.

SC-12 OWNERSHIP OF DRAWINGS (GC-12). The General Conditions GC-12 is modified by adding the following:

All drawings, specifications, calculations, electronic files and copies developed by the Contractor and/or their subcontractors for components of the project are the property of the County. They are not to be used on work unrelated to this project, and, with exception of the Contractor's signed contract sets, are to be returned to the County on request, upon completion of the Work.

SC-19 CONTRACTOR'S OFFICE AT SITE OF WORK (GC-19). The General Conditions GC-19 is modified by adding the following:

- A. The Contractor is not required to have a field office at the project site and no conditions have been made by the County for the field office, shops, or storage areas to be used by the Contractor. However, if desired, the Contractor may, on their own initiative, provide for any or all of the above items. The Contractor may store a limited amount of material and equipment inside of the building in a specified location with the permission of the County, if applicable.
- B. No direct payment will be made for the Contractor's office, shops or storage areas.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of the County, Engineer and construction personnel, office activities, and to accommodate Project meetings. Keep office clean and orderly.
- D. Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20). The General Conditions GC-20 is modified by adding the following:

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud, and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations. Should aggregate, mud, and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.
- B. Before the Work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- C. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- D. The Contractor at their sole cost and expense will provide any water required along the project route in connection with the work to be performed.
- E. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.

SC-25 METHODS OF OPERATION (GC-25). The General Conditions GC-25 is modified by adding the following:

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during construction of the project, including safety of all persons and property.

SC-27 AUTHORITY AND DUTY OF THE ENGINEER (GC-27). The General Conditions GC-27 is amended by deleting the entire paragraph and replacing it with the following:

The progression of the project will be observed by County personnel and will provide the inspection.

SC-28 INSPECTION (GC-28). The General Conditions GC-28 is modified by adding the following:

- A. This project will be observed by County personnel.
- B. The Contractor shall notify their subcontractors, the County and all contractors and subcontractors under the County, when they are ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the County and/or proper authorities.
- C. The Contractor and their subcontractors may not put in place any work which will prevent observation and approval of previous work without first notifying the County, and/or proper authorities.

SC-29 NO WAIVER OF RIGHT (GC-29). The General Conditions GC-29 is modified by adding the following:

Neither the inspection or evaluations by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the County or Engineer, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the County, or any right to

damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY (GC-32). The General Conditions GC-32 is modified by adding the following:

- A. The Contractor shall confine all work, equipment and personnel within the limits of the existing project rights-of-way and construction limits noted. The Contractor shall make no claim for additional payment for confining their operations within these areas.

SC-34 MODIFICATIONS AND ALTERATIONS (GC-34). The General Conditions GC-34 is modified by adding the following:

The Contractor may submit to the Engineer, in writing, proposals for modifying the Plans, Specifications or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, and ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

This Special Condition shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed change in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the Plans or Specifications for the project under consideration by the County at the time said proposal is submitted, the Engineer will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this article.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid

prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The County reserves the right where they deem such action appropriate to require the Contractor to share in the County's cost of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate their acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts payable to the County from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to this Special Condition. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the County's approval thereof is based on if the approval of the County is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order and shall further provide the Contractor be paid fifty percent (50%) of said estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the Contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change orders.

The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and, in that case, only as to those contracts awarded to them prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the County. Subject to the provisions contained herein, the County shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This article of the Specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

The Engineer reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contract in such an amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the Contract is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to Section 6.0, Item 6.2, Page 6 which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

SC-35 EXTRA WORK (GC-35). The General Conditions GC-35 is modified as follows for numbers 2, 3 and 4:

2. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
3. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
4. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

SC-39 SUSPENSION OF WORK ON NOTICE (GC-39). The General Conditions GC-39 is modified by adding the following:

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract. No contract adjustment will be made for utility delays.

SC-41 LAWS AND ORDINANCES (GC-41). The General Conditions GC-41 is modified by adding the following:

No burning will be allowed.

SC-43 CHARACTER OF EMPLOYEES (GC-43). The General Conditions GC-43 is modified by adding the following:

Employees who may have occasion to speak with the general public must be able to communicate in clear English.

SC-45 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-45). The General Conditions GC-45 is modified by adding the following:

The Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

SC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-46). The General Conditions GC-46 is modified by adding the following:

- A. The time for completion of the Work is an essential part of the Contract. It shall begin on the date stated in the Notice to Proceed, and shall be the number of working days as stated in the Proposal and in accordance with MoDOT Standard Specification Section 108, except as follows: "No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during the year."

The Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

2023 List of Jackson County, Missouri Holidays

President's Day	Monday, February 20
Truman's Birthday	Monday, May 8
Memorial Day	Monday, May 29
Juneteenth	Monday, June 19
Independence Day	Tuesday, July 4
Columbus Day	Monday, October 9
Veteran's Day	Friday, November 10

- B. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the Contractor can work are from 7:30 AM to 4:30 PM.
- C. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- D. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract

Time.

- E. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the County may wish to invite.
- F. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

SC-49 LIQUIDATED DAMAGES (GC-49)

In accordance with GC-49, Liquidated Damages (also referred to as "Schedule of Deductions"), the Contractor will be assessed liquidated damages for each calendar day of delay in completion of work. See the following schedule:

<u>Contract Amount</u>	<u>Calendar Day Assessment</u>
\$25,000 to \$50,000	\$475
\$50,001 to \$100,000	\$500
\$100,001 to \$500,000	\$700
\$500,001 to \$1,000,000.....	\$950
\$1,000,001 to \$2,000,000	\$1,100

SC-50 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-50)

Modify GC-50, Tests of Materials Offered by Contractor, by adding the following:

- A. Testing and quality control shall be in accordance with the Technical Specifications. All testing shall be provided and paid for by the County except as outlined in the Technical Specifications.
- B. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of the Contractor or their subcontractors or any other contractors as described herein. The Contractor shall allow fifteen (15) days for the County to review original submittals and/or re-submittals. However, the County will make every effort to promptly review such submittals and transmit comments to the Contractor.
- C. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.

SC-54 DISPOSAL OF TRASH AND DEBRIS (GC-54)

The following is added to GC-54:

- A. Before the work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning streets, ditches creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- B. Final Cleanup shall be at no additional cost to the County.

SC-59 ESTIMATED QUANTITIES (GC-59)

Add the following to the end of GC-59:

It is the intent of the Contract Documents that the total bid, as submitted, shall cover all work

required by the Contract Documents. All costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully complete the Work shall be included in the unit and lump sum prices named in the Bid. No item of work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of, or in addition to, the prices submitted in the Bid. All such work not specifically set forth in the Bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid. On the Plans, or in the Specifications, certain quantities may be given which do not appear in the Bid. These quantities are given for the convenience of the Contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

SC-60 MONTHLY ESTIMATES AND PAYMENTS (GC-60)

Modify GC-60, Monthly Estimates and Payments, by adding the following:

- d. The method of measurement and basis of payment for each item as listed in the Bid will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- e. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Proposal and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the Bid.
- f. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- g. All work completed under the Contract will be measured according to United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- h. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the County may deem it necessary to ensure their accuracy. The Contractor shall furnish the County a waybill for each truckload, signed by the weigh master and truck driver.
- i. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the County, in order that corrections for overrun or under run may be made when desired.
- j. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the Bid.
- k. The Contractor shall make an approximate estimate of the value of the Work done and unused materials delivered for, and stored on, the site of the Work during the previous calendar month. The Contractor shall furnish to the County such detailed information as requested to aid them as a guide in the review of the payment application.
- l. The Contractor shall submit payment estimates or certificates of payment to the County.
- m. The County shall retain ten percent (10%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due.

SC-63 FINAL ESTIMATE AND PAYMENT (GC-63)

General Conditions GC-63 is modified by adding the following:

The Contractor shall notify the Engineer when they have completed all work in accordance with the Specifications. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the County's representative, and the Engineer. Should the Contractor fail to complete the items listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the County, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

SC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES (GC-65)

General Conditions GC-65 is modified by adding the following:

Each Contractor must form their own opinion of the character and condition of materials to be encountered from an inspection of the site and from other such investigations as they may desire to undertake.

The Contractor is solely responsible for determination of existing conditions. All claims for adjustments in contract price or quantity of removals shall be denied.

END OF SECTION

TECHNICAL SPECIFICATIONS

TS-1 GENERAL

The latest editions of the following specifications are incorporated into the Contract Documents by reference:

- Missouri Standard Specifications for Highway Construction, Missouri Highways and Transportation Commission, current edition.
- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900, current edition.
- Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Technical Specifications for the Work shall consist of the above referenced specifications with such revisions, amendments, and supplements as are contained herein. The Work shall be constructed in accordance with these Technical Specifications and any attached plans or drawings.

Any omission found in these Technical Specifications, the appropriate Standard Specification, shall govern the plans where applicable sections in the Standard Specifications are found.

TS-2 MOBILIZATION

A. Description: This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of construction offices and other facilities necessary for work on the project, including contract bonds and insurance, and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

B. Basis of Payment: No direct payment will be made for Mobilization and shall be **SUBSIDIARY** other bid items.

TS-3 DIFFERING SITE CONDITIONS

The following requirement is hereby added to the contract:

A. Prior to the beginning or during the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.

B. Upon written notification the County will investigate the conditions and if they determine that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made and the Contract modified in writing accordingly. The County will notify the Contractor of their determination whether an adjustment of the Contract is warranted.

C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

A. The project shall be constructed open to through traffic. All advance-warning signs will be installed and maintained by the Contractor. Vehicular access to the driveways exiting onto the road shall be maintained and facilitated to the best of the Contractor's ability.

B. Traffic control and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1063 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.4.1 to read as follows:

The Contractor shall furnish, install, maintain, clean and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights and other traffic control devices shown on the plans, or as directed by the County. All traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. The Contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the Contractor had been notified.

The Contractor shall pay for all labor, equipment and materials to maintain traffic at the worksite. Said traffic control shall be in accordance with Chapter 6C, Temporary Traffic Control Elements (MUTCD 2009 Edition) and may include pilot vehicles and flagmen, radios, signage, etc.

Temporary Markings are required and shall be in accordance with Section 6F.78 of the 2009 Edition of the MUTCD. The Contractor shall coordinate all paving operations with the County so that the placement of the permanent pavement markings, which will be provided by the County or its agent, can be placed in a timely fashion. Placement of the temporary pavement markings shall be considered **SUBSIDIARY** to other bid items.

The Contractor shall submit a Traffic Control Plan for approval prior to the issuance of the Notice to Proceed. The plan shall show and explain in detail the Contractor's intent as to handling and maintaining traffic through the construction zones.

C. Replace Section 616.12, Basis of Payment, with the following:

For the Asphaltic Concrete Overlay portions of the work, signs and other traffic control devices specified in the traffic control plan or authorized by the County will be **SUBSIDIARY** to other bid items.

TS-5 RESIDENT AND BUSINESS NOTIFICATION

The Contractor is responsible for posting door hangers (See Appendix A) notifying residents (a minimum of 24 hours in advance) of upcoming construction. In the event that vehicles have not been moved after being notified, the Contractor shall be responsible for checking nearby residents to move the vehicle. If the vehicle remains an obstruction to construction activities, the County shall be responsible for contacting the Sheriffs' Department to alert them to the situation. The County will also arrange for towing service of the vehicle. Cars not moved will be towed to a nearby street out of the way of construction work. Resident and business

notifications are **SUBSIDIARY** to other bid items.

TS-6 ROAD PREPARATION

Jackson County Public Works Road & Bridge Division will provide all the road preparation such as base repair and patching prior to the asphalt overlay. It is the County's goal to have all this work completed by late Spring.

TS-7 ASPHALTIC CONCRETE OVERLAY

A. Asphaltic concrete pavement shall be in accordance with APWA Standard Specifications Section 2205, current edition.

B. The asphaltic concrete mix for the overlay shall be APWA RC Type 5-01 and meet the requirements of APWA Section 2205. The maximum recycled material used for the surface mix shall not exceed 40%.

C. On the chip sealed roadways, the Contractor shall place a surface wedge that matches the width of each driveway crossed to tie in the new roadway surface to the existing driveway. The maximum length shall be 10-feet.

D. On the chip sealed roadways, the Contractor shall cut a 2-inch header at the ends of the project and at each sideroad to match existing grade. Creating the headers shall be **SUBSIDIARY** to "Asphaltic Concrete Overlay (RC Type 5-01)".

E. Measurement shall be in accordance with Section 2205.10.B. This states that asphaltic concrete pavement will be measured per ton or tenth part thereof.

F. Payment for the asphaltic concrete mixture used in the Work will be made at the contract unit price bid for "Asphaltic Concrete Overlay (RC Type 5-01)". The unit price bid shall include all costs associated with the procurement, production, hauling, preparing surface for placement, tack coating, paving operation, temporary traffic control, compaction, and all other miscellaneous work required.

TS-8 TACK COAT

A. General: This work shall consist of treating a milled roadway base with bituminous material in accordance with these specifications, as shown on the Plans, or as directed by the County.

B. Asphalt Material: The type and grade of asphalt material to be used as tack coat shall be SS-1h or approved equal. The rate of application shall be 0.05 to 0.15 gallons per square yard.

Asphalt materials shall be approved by the County prior to use in the work. The County may accept a certified analysis by the material supplier laboratory when a copy of the certified analysis accompanies each shipment of asphalt to the project. The County reserves the right to perform tests of the asphalt material received on the job.

C. Construction:

1. Preparation of Existing Surface: The existing surface shall be free of dust, loose material, grease or other foreign material at the time the tack is applied. Preparation of the surface is to be performed by the Contractor before the tack is applied.

2. Application of Asphalt Material: Asphalt emulsion shall be applied uniformly with a pressure distributor at the rate specified above. Water may be added to the asphalt emulsion and mixed therewith in such proportion that the resulting mixture will contain no more than 50% of added water, the quantity of added water to be approved by the County. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate. The asphalt emulsion shall be heated at the time of application to a temperature in accordance with the manufacturer's recommendation. The tack shall be properly cured and the tacked surface shall be cleaned of dirt and other foreign material before the next course is placed.

The tack coat shall be applied in such manner as to cause the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the asphalt emulsion.

D. Measurement: Tack coat for the project will not be measured.

E. Payment: The placement of tack coat, including the labor, materials, and roadway preparation, shall be **SUBSIDIARY** to Asphaltic Concrete Overlay (1.5")(RC Type 5-01).

TS-9 PRIME COAT

A. General: This work shall consist of treating a prepared roadway base with bituminous material in accordance with these specifications, as shown on the Plans, or as directed by the County.

B. Material:

1. Asphalt Material: The type and grade of asphalt material to be used as prime coat shall be MC-30 or MC-70. The rate of application shall be 0.1 to 0.3 gallons per square yard.
2. Sand Cover: If used, the sand blot material shall be any clean granular mineral meeting the following grading requirements. When tested with laboratory sieves 100% shall pass the No. 4 sieve and not more than 2% shall pass the No. 200 sieve. The moisture content of the sand shall not exceed 3% by weight.
3. Asphalt materials shall be approved by the County prior to use in the work. The County may accept a certified analysis by the material supplier laboratory when a copy of the certified analysis accompanies each shipment of asphalt to the project. The County reserves the right to perform tests of the asphalt material received on the job.

C. Construction:

1. Preparation of Existing Recycled Asphalt Base (Crane Lane): The existing recycled asphalt base shall be swept and cleared of loose material. Refer to TS-13 Aggregate Base Compaction – Crane Lane. The Contractor is not required to grade or shape the existing surface to the standard County cross section. The cross slopes will be developed in the placement of the new asphaltic concrete surface.
2. Application of Asphalt Material: Bituminous material shall be applied to the width of the section to be primed by means of a pressure distributor in a uniform, continuous spread. The subgrade shall be moistened before the prime is applied. The primer shall be heated at the time of application to a temperature in accordance the manufacturer's recommendation.

Care shall be taken that the application of bituminous material at overlap locations is not more than the specified quantity, per square yard. Building paper shall be placed over the end of the previous applications and the joining application shall start on the building paper. Building paper used shall be removed and satisfactorily disposed. Pools of primer material remaining on the surface after the application shall be removed.

3. Application of Sand Cover: If the asphalt material is not completely cured within the maximum specified curing time, sufficient sand shall be spread over the surface with a mechanical spreader to blot up the excess asphalt. The rate of application shall be sufficient to control the excess asphalt material. Prior to placing an asphalt paving course, all loose sand shall be swept from the primed surface.

D. Measurement: Prime coat for the project will not be measured.

E. Payment: The placement of prime coat, including the labor, materials, roadway preparation, sand cover, and sweeping shall be **SUBSIDIARY** to Asphaltic Concrete Overlay (1.5")(RC Type 5- 01).

TS-10 COLD MILLING

A. General: This work shall consist of furnishing of all labor, materials and equipment for the performance of cold milling pavement surfaces as shown on the Plans. This work will consist of the removal of the existing surface, loading, hauling, and stockpiling, if required, of the milled material and the cleaning of the milled surface.

B. Construction.

1. Cold Milling Machine: The cold milling machine shall be self-propelled and able to automatically control grade and slope of the milled surface. Operate the automatic grade and slope control from a travelling stringline a minimum of 30 feet long, attached the milling machine and operating parallel to the direction of travel. Other methods of positive grade control may be used if approved by the County. The machine shall have the means of milling without damaging the remaining pavement (torn, gouged, shoved, broken, etc.). The machine shall be capable of blading the cuttings into a single windrow or depositing them directly into a truck.

It is desirable that the cutting width be greater than 6 feet. In the event the cutting width is less than 6 feet, a system of electronic grade control for consecutive passes will be required. The usage of cold milling machines of a lesser width will be allowed in areas necessitating it and electronic controls will not be required in these areas.

2. Methods of Operations for Milling: Street surfaces adjacent to manholes, water valves and other utility extensions shall be completely removed to the full depth of cut specified for the street unless otherwise specified by the County.

The drum lacing patterns shall produce a smooth surface finish after milling, with groove depths not to exceed 1/4 inch and groove spacing not to exceed 1 inch unless otherwise approved by the County.

3. Type of Cuts to be made by Milling: Sufficient passes shall be made such that all irregularities or high spots are eliminated, and that 100% of the surface is milled. In addition, the curb cut depth at the edge of the curb and at headers will be 1.5" where applicable.

4. Material Disposal: Pavement millings are the property of the County and shall be hauled to the locations indicated in Appendix B. Any changes to the haul locations shall be communicated with the County Inspector prior to making any changes.
5. Cleanup: All loose asphalt and debris shall be removed from the street surface and curb and gutter. Any material and debris that adheres to the curb and gutter shall be removed.
6. Opening to Traffic: If the milled area will be opened to traffic prior to surfacing, provide a smooth riding surface by either milling or placing a wedge of hot mix asphalt or other approved material of a thickness and design that will remain in place under traffic. The transition between the milled area and transverse joints shall be a minimum of 1 vertical to 24 horizontal. The transition between the milled surface and manholes, utility fixtures or other appurtenances shall be a minimum of 1 vertical to 12 horizontal. Transitions shall be removed prior to surfacing.

C. Measurement: Cold milling shall be measured per square yard or tenth part thereof for the specified depth.

D. Payment: Cold Milling will be made at the contract unit bid price for "1.5" Cold Milling".

TS-11 FORCE ACCOUNT

A. The Contractor shall perform other unforeseen work, for which there is no condition included in the Contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the Engineer.

B. Payment for the work performed under this Technical Specification shall be made in accordance with the Proposal unit prices where the requested work is covered by an item listed in the Proposal. If the work is not represented by a unit price listed in the Bid, payment will be in accordance with the General Conditions and more specifically GC-35, "Extra Work".

TS-12 ASPHALT CEMENT PRICE INDEX

A price adjustment will be applied to the percent of virgin asphalt binder used in the mix design of the asphaltic concrete approved for the project. Payment or deduction will be made through the Force Account line item. This price adjustment applies to only bid items "Asphaltic Concrete Overlay (1.5") (RC Type 5-01)". The Force Account (Asphalt Index) is a **NOT TO BE EXCEEDED** line item for this price adjustment.

The price index adjustment will use the following formula: Adjustment for Mix Placed During the

$$\text{Month} = (B \times C) \times (D - E)$$

B = Tons of mix placed during the month of the average index period
C = % of asphalt binder shown in the job mix formula

D = Monthly average price at time of placement
E = Monthly average price at time of bid

The price index adjustment ("D – E" in above equation) will be based on pricing from the MoDOT Asphalt Price Index.

TS-13 PAVEMENT MARKING

Permanent pavement markings shall conform to the "Manual on Uniform Traffic Control Devices," (MUTCD) 2009 edition including Revision 1 dated May 2012 and Revision 2 dated May 2012. Permanent pavement markings shall conform to Section 620.20 "Permanent Pavement Marking", Section 1048 "Pavement Marking Material" of the Missouri Standard Specifications for Highway Construction, and APWA Standard Specifications Section 2306, current edition, except as modified by these Technical Specifications:

A. Pavement Marking Removal:

1. Pavement marking removal shall be in accordance with MoDOT Section 620.50 "PAVEMENT MARKING REMOVAL".
2. Measurement: There shall be no measurement for the removal of any existing pavement markings that may be in conflict with the Work.
3. Payment: Pavement Marking Removals shall be SUBSIDIARY to the payments for the contract unit price bid for various types of paint lines, arrows, etc. All pavement marking removal shall be per the Plans or as authorized by the County. Pavement markings shall be completely removed with minimal damage to the pavement. No more than five percent (5%) of the existing marking shall remain. The pavement surface shall not be left scarred with an image that misleads traffic. Any excess damage or scarring of the pavement shall be repaired at the Contractor's expense. The Contractor shall remove and replace, at the Contractor's expense, any finished markings that have the following deficiencies:
 - a) Drag marks, gashes, gouges, foreign covering, discolored areas, or areas that have failed to solidify.
 - b) Improper adhesion, length, or thickness
 - c) Ragged appearance with areas that do not present sharply defined edges.
 - d) Lateral deviation more than two inches in a length of 200 feet of marking.

B. Pavement Marking Materials:

1. Marking Definition for Striping.

- a) 4" White/Yellow Edge Line (white/yellow longitudinal marking): A solid line on the right and left edge of a roadway.
- b) 4" Yellow/White Skip: A broken line at the center of the roadway which consists of 10-foot-long stripes separated by 30-foot-long gaps.
- c) 4" One Side No Passing (NP): The combination of a solid yellow line where no passing is required and a broken yellow line where passing is permitted.
- d) 4" Double Yellow (yellow longitudinal marking): Two solid yellow lines at the center of a roadway where two direction no passing is required. Double centerlines should consist of 4" lines separated by a 4" space.
- e) 4" Yellow Lines with 4" Dashed Lines (Broken Intermittent Median Lines) for Two-Way Left Turn Lanes TWLTL shall be placed in accordance with Appendix plans.
- f) Drop-On Glass Beads: The drop-on glass beads shall be in accordance with MoDOT Section 620.30. The Contractor shall use Type P glass beads applied at the minimum rate of 10 lbs. per 100 square feet of surface area of pavement marking material. Drop-on glass beads shall be SUBSIDIARY to other unit price items on the bid form.

2. Aggressive Bond Preformed Thermoplastic Pavement Markings shall be in accordance with APWA Standard Specification Section 2306.7.D except as modified herein: This specification covers a white and yellow adhesive Preformed Thermoplastic reflectorized pavement marking material that is applied to road surfaces, including Portland Cement Concrete (PCC) and aged asphalt without need of a primer/sealer. The material is applied to the road surface in a molten state by mechanical means with surface application of glass beads. Upon cooling to normal pavement temperature, it produces an adherent reflectorized stripe of specified thickness and width with limited thermal/seasonal deformation. In order to qualify as a non-sealer Preformed Thermoplastic that can be applied to concrete surfaces without a sealer, the material must meet or exceed the requirements listed below.

- a) Characteristics: The Preformed Thermoplastic material shall be homogeneously composed of pigments, resins, polymers (adhesive constituent), glass reflectorizing spheres and other fillers. The Preformed Thermoplastic material shall be available in a variety of surface delineation colors from the same manufacturer. The manufacturer shall have the option of formulating the material according to their own specifications.

However, certain physical and chemical requirements specified must be satisfied in order to qualify as a non-primed striping application for PCC and aged asphalt surfaces.

The material shall not exude fumes which are toxic or injurious to persons or properties upon heating to application temperature.

- b) Specific Gravity: The specific gravity of the white and yellow Preformed Thermoplastic pavement marking material shall not exceed 2.15.
 - c) Composition: The pigment, intermix reflectorizing spheres, and fillers shall be uniformly dispersed in the resin and polymer upon heating to application temperature. The material shall be free of dirt and foreign matter and must meet or exceed the compositional requirements (percentage by weight) indicated below. The total resin/binder content must be 22% min. - 26% max. (weight) of total product ingredients.
 - d) Measurement: Aggressive bond Preformed Thermoplastic pavement markings for each specific type will be measured per linear foot. Skip pattern lines shall be measured upon length of marked section. Dual pattern lines shall be measured at two times the marked section.
 - e) Payment: Pavement markings shall be paid at the unit prices per the bid.
3. Preformed Thermoplastic Pavement Marking Symbols shall be in accordance with APWA Standard Specification Section 2306.7.E except as modified herein: This specification is for the furnishing of retroreflective Preformed Thermoplastic pavement marking symbol materials that can be adhered to asphalt, concrete, and Portland cement concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious and provide immediate and continuing retroreflectivity.
- a) Characteristics: The preformed marking material shall consist of a resilient white and yellow polymer Preformed Thermoplastic with uniformly distributed glass beads throughout its entire cross section.

Preformed words and symbols shall conform to the applicable shapes and sizes as prescribed in the latest revision of the Manual on Uniform Traffic Control Devices (MUTCD).

The preformed markings shall be fusible to asphalt concrete and Portland cement concrete pavements by means of the normal heat of a propane type of torch. Adhesives, primers or sealers shall not be used prior to the preformed marking application on asphalt concrete and Portland cement concrete pavements.

The preformed markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyd Preformed Thermoplastic pavement markings.

The preformed markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

The Preformed Thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 50° F for one person to carry without the danger of fracturing the material prior to application. Temperature for Preformed Thermoplastic pavement markings: For the Preformed Thermoplastic Reflectorized Permanent Pavement Marking the pavement and ambient air temperatures shall be 50° F and rising, and the thermoplastic material shall be applied in a melted state at a temperature of 400° F to 425° F. The temperature of the thermoplastic in the shaping die shall be maintained at the manufacturer's recommended application temperature, but in no case shall the temperature fall below 400° F or exceed 450° F. Preformed Thermoplastic minimum thickness: The finished lines shall have well defined edges and be free of waviness. All lines will have minimal dribbles, runs and overlaps. In the event that thermoplastic long lines must stop and then continue, the restart shall line up to within 0.5 inches of the existing long line and maintain a totally straight line. The minimum thickness of thermoplastic cross-section of lines shall be not less than 90 mils near the edges, nor less than 125 mils at the center, which shall be continuous and uniform in shape, and have clear and sharp dimensions. The drop-on glass beads shall be applied at a rate of one pound per 20 square feet of line.

- b) Composition: The retroreflective pliant polymer Preformed Thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric Preformed Thermoplastic binders, pigments, fillers and glass beads. The Preformed Thermoplastic material must conform to AASHTO M 249 with the exception of the relevant differences due to the material being supplied in a preformed state.
- b) Retroreflectivity: The Preformed Thermoplastic marking shall upon application exhibit uniform adequate nighttime retroreflectivity when tested in accordance with ASTM E 1710. At 86 degree 30-foot incidence angle and 1 degree 30-foot divergence angle, the markings shall have average minimum intensities of 350

millicandelas for white and 175 millicandelas for yellow as measured with a Mirolux or LTL-2000 retroreflectometer. Follow manufacturer's instructions for use.

Using a Taber Abraser with an H-18 wheel and a 4.4 ounce load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to popout and the predominant mode of failure shall be "wear down" of the beads.

- d) Measurement: Preformed Thermoplastic pavement marking symbols for each specific type will be measured per Each for the Durable Pavement Marking and Durable Intersection Pavement Markings Materials in accordance with MODOT Standard Specifications.
 - e) Payment: Pavement markings shall be paid at the unit prices per the bid.
4. Acrylic waterborne pavement markings shall be in accordance with Section 620.20 "Permanent Pavement Marking" and Section 1048.20.1.1 "Standard Acrylic Waterborne Pavement Marking Paint", except as modified herein.
- a) Temperature for Paint pavement markings: For Acrylic Waterborne Permanent Pavement Marking applications, the pavement surface temperature and ambient air temperatures shall be above 50 degrees Fahrenheit and rising before marking operations may begin. Painting shall not be performed when painted surfaces may become damaged by rain, fog or condensation. Paint shall not be applied if the forecast conditions for the eight hours immediately following final application include precipitation or temperatures below 50° F. Paint may be heated to a maximum temperature of 120° F before application.
 - b) Thickness and glass beads: Waterborne paint shall be applied to a minimum wet thickness of 20 mils. The mil thickness shall be increased as needed to account for the porosity of the pavement and to achieve a target bead embedment of 60%. The Type P Glass beads shall be applied evenly at a minimum rate of 10 pounds per 100 square feet of surface area of pavement marking material. Glass beads shall be applied evenly and shall completely cover the painted area. If beads do not embed properly in the paint, all marking operations shall cease until the Contractor can demonstrate that the problem has been corrected. The glass beads shall appear uniform on the entire marking surface. The cured paint shall properly adhere to the pavement surface. If the marking paint does not provide initial retroreflectivity or if the marking does not have the required minimum thickness or required color, the Contractor shall re-apply the marking paint to the required thickness, at the Contractor's expense, and shall meet all requirements as previously described in these Technical Specifications.
 - c) Measurement: Acrylic waterborne pavement markings for each specific type will be measured per linear foot and symbols per each. Skip pattern lines shall be measured upon length of marked section. Dual pattern lines shall be measured upon the length of marked section.
 - d) Payment: Pavement markings and symbols shall be paid at the unit prices per the bid

- C. Completed traffic stripes shall have clean and well-defined edges, shall be uniform, shall

be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4-inch on tangent nor more than 1/2-inch on curves from the required widths. Broken traffic stripes shall also conform to these requirements.

- D. Permanent Pavement Marking paint shall be applied to a wet thickness of no less than 20 mils. The mil thickness shall be increased as needed to account for the porosity of the pavement and to achieve a target bead embedment of 60%. The wet film thickness of the applied paint shall be tested by the contractor with a paint thickness gauge or by other methods approved by the County.
- E. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than two inches from the lengths required. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.
- F. Drips, over spray, improper markings, and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the County. All such removal work shall be at the contractor's expense.
- G. Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather.
- H. Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material. Newly chip sealed roads shall be swept to remove any loose chips but not damage the chip seal surface.
- I. All equipment used in the application of pavement markings and symbols shall produce uniform quality that conform to the specified requirements. The striping machine shall be capable of accurately superimposing succeeding coats upon the first coat and upon existing markings at a speed of at least five miles per hour.
- J. Newly placed pavement markings shall be protected from damage by traffic or other causes until they are thoroughly dry and set.
- K. Traffic control shall be in accordance with the MUTCD and with directions issued by the County. The County shall determine the adequacy of the traffic control procedures or devices in use and may halt the marking operations until adequate protective measures are taken. Traffic Control shall be SUBSIDIARY to unit price bid for the various pavement markings items.
- L. The pavement marking work on this project shall be scheduled and completed in a manner to provide the least interference with vehicular traffic without complete street closures or detours. Pavement marking work must be scheduled to avoid congestion, or hazard to the public and to provide the most satisfactory appearance of the work.
- M. The Contractor shall provide a pilot vehicle to lead and a chase vehicle to follow the paint truck while paint is being applied. The pilot vehicle and the chase vehicle shall have an arrow board and appropriate signs in accordance with the MUTCD.
- N. The pavement surface temperature and air temperature as specified for both Paint and Preformed Thermoplastic within these Technical Specifications shall be determined before the start of each day of marking operation and at any other time deemed necessary by the County. Temperatures shall be obtained with appropriate devices

using the manufacturer's recommended procedure. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and curing periods.

- O. The surface on which markings are to be placed shall be clean and dry. The street surface shall be cleaned of debris, sand, or any other deleterious material by sweeping and or use of jets of compressed air immediately preceding the application of markings. New Asphaltic Concrete Overlay Surfaces and New Chip Seal pavements shall be blast-cleaned to remove all curing compounds.
- P. The County reserves the right to take reasonable samples from the Contractor's stock of materials at any time during the project and submit same for testing. Substitutions of materials or changes in the supplier will not be allowed without written consent of the County.

END OF SECTION

DOOR HANGER NOTIFICATION

Your street has been designated for roadway maintenance. Surface milling and resurfacing operations will begin tomorrow. We apologize for any inconvenience this may cause.

ALL CARS MUST BE OFF THE STREET.

MILLING AND HOT-MIX ASPHALT OVERLAY:	The first step is to mill off the top few inches of the roadway surface. Repairs to the pavement may also be completed during this first step. The final step will be the placement of the hot-mix asphalt pavement surface.
TOMORROW:	<p>Your assistance is requested!</p> <p>Weather permitting, the Contractor will be blocking off your street at 7:00 AM to begin the roadway milling or pavement overlay.</p> <p><u>Cars not moved will be towed to a nearby street out of the way of construction work.</u> In addition, please turn off sprinklers during the daytime hours during construction. Water will damage new asphalt paving and cause premature potholing. When the barricades are taken down later in the day, you may use the street.</p>
IN CASE OF RAIN:	Construction operations will be postponed if it rains. Paving may start on the first day of dry weather without any additional notice. If unable to complete pavement overlay in one (1) day, the street will be open overnight but closed the next morning at 7:00 AM.
QUESTIONS?	<p>Call the Contractor at_____.</p> <p>Thank you for your assistance.</p>


2023 Pavement Maintenance Program Mill and Overlay (Paving) County Project No. 3272 (ITB xx-23)															
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Cul-de-sac (SF)	Total Milling Area (SF)	Total Milling Area (SY)	Mill / Overlay Depth (Inch)	Mill / Overlay Depth (Feet)	Asphalt Overlay Volume (CF)	Asphalt Overlay (TONS)	Surface Irregularities (TONS)	Millings Haul Location
16th Street Terrace North	Dover Street	Bay Avenue	546	24.0	13,104	22.2		13,126	1,458	1.5	0.125	1,641	123.1	8.6	Blue Mills
17th Street Terrace North	West End	Viking Drive	221	24.0	5,304	11.1	468.8	5,784	643	1.5	0.125	723	54.2	3.8	Blue Mills
17th Street North	Whitney Road	Viking Drive	549	24.0	13,176	22.2		13,198	1,466	1.5	0.125	1,650	123.7	8.7	Blue Mills
18th Street North	Davidson Drive	Fairview Drive	447	15.0	6,705			6,705	745	1.5	0.125	838	62.9	9.4	Blue Mills
18th Street North	Fairview Drive	Redwood Drive	449	15.0	6,735			6,735	748	1.5	0.125	842	63.1	9.5	Blue Mills
19th Street North	Vista Drive	Cherokee Street	1,089	24.0	26,136	22.2		26,158	2,906	1.5	0.125	3,270	245.2	17.2	Blue Mills
19th Street North	Cherokee Street	Ponca Drive	311	24.0	7,464			7,464	829	1.5	0.125	933	70.0	4.9	Blue Mills
21st Sleet North	Hines Street	Whitney Road	1,089	22.0	23,958	1,570		25,528	2,836	1.5	0.125	3,191	239.3	16.8	Blue Mills
Cherokee Street	19th Street North	Dead End	149	25.0	3,725	77.8		3,803	423	1.5	0.125	475	35.7	2.5	Blue Mills
Dover Street	Lexington Road	16th Street Terrace North	194	24.0	4,656	22.2	506.2	5,184	576	1.5	0.125	648	48.6	3.4	Blue Mills
Dover Street	16th Street Terrace North	Lynchburg Place	344	24.0	8,256			8,256	917	1.5	0.125	1,032	77.4	5.4	Blue Mills
Fairview Drive	18th Street North	19th Street Terrace North	857	20.0	17,140	66.7		17,207	1,912	1.5	0.125	2,151	161.3	24.2	Blue Mills
Fairview Drive	South End	21st Street North	592	23.0	13,616	33.3		13,649	1,517	1.5	0.125	1,706	128.0	19.2	Blue Mills
Lynchburg Place North	Dover Street	Bay Avenue	344	24.0	8,256			8,256	917	1.5	0.125	1,032	77.4	5.4	Blue Mills
Redwood Drive	18th Street North	19th Street Terrace North	850	21.0	17,850	26.7		17,866	1,986	1.5	0.125	2,235	167.6	25.1	Blue Mills
Redwood Drive	19th Street Terrace North	21st Street North	1,086	20.0	21,720	102.2		21,822	2,425	1.5	0.125	2,728	204.6	30.7	Blue Mills
Viking Drive	17th Street North	21st Street North	443	24.0	10,632			10,632	1,181	1.5	0.125	1,329	99.7	7.0	Blue Mills
Vista Drive	Whitney Road	Dead End	853	32.0	27,296	36.7		27,333	3,037	1.5	0.125	3,417	256.2	17.9	Blue Mills
Crane Lane	18th Street North	20th Street North	1,085	24.0	26,040		10,631	36,671	4,075	1.5	0.125	4,584	343.8	24.1	Blue Mills
Buckner Tarsney Road	Route AA South R/W	1,840' South of Route AA	1,840	33.9	62,376			62,376	6,931	1.5	0.125	7,797	584.8	87.7	Ketterman
Buckner Tarsney Road	1,840' South of Route AA	3,430' South of Route AA	1,590	23.0	36,570			36,570	4,063	1.5	0.125	4,571	342.8	51.4	Ketterman
Buckner Tarsney Road	250' South of RD Mize	1,380' South of RD Mize	1,130	26.4	29,832			29,832	3,315	1.5	0.125	3,729	279.7	42.0	Ketterman
Buckner Tarsney Road	1,380' South of RD Mize	South Side of Colbern	20,600	23.0	473,800			473,800	52,644	1.5	0.125	59,225	4,441.9	666.3	Ketterman
Courtney Atherton Road	Sugar Creek City Limits	Whitney Road	2,890	20.0	57,800			57,800	6,422	1.5	0.125	7,225	541.9	81.3	Blue Mills
Corn Road	Colbern Road	Nebgen Road	12,000	20.0	240,000			240,000	26,667	1.5	0.125	30,000	2,250.0	337.5	Ketterman
Herzog Lane	Howard Road	Dead End	703	24.0	16,872		13,050	29,922	3,325	1.5	0.125	3,740	280.5	19.6	Quarry
Jacomo Ridge Court	Jacomo Drive	Dead End	730	24.0	17,520	600	4,220	22,340	2,482	1.5	0.125	2,793	209.4	14.7	Quarry
Jacomo Ridge Drive	Jasper Bell Road	Dead End	1,060	24.0	25,440	600	4,220	30,260	3,362	1.5	0.125	3,783	283.7	19.9	Quarry
Timber Meadows Court	Timber Meadows Drive	Dead End	715	24.0	17,160	160	4,220	21,540	2,393	1.5	0.125	2,693	201.9	14.1	Quarry
Timber Meadows Drive	Colbern Road	Dead End	2,995	24.0	71,880	1,000	7,385	80,265	8,918	1.5	0.125	10,033	752.5	52.7	Quarry
TOTALS =									151,121				14,382		

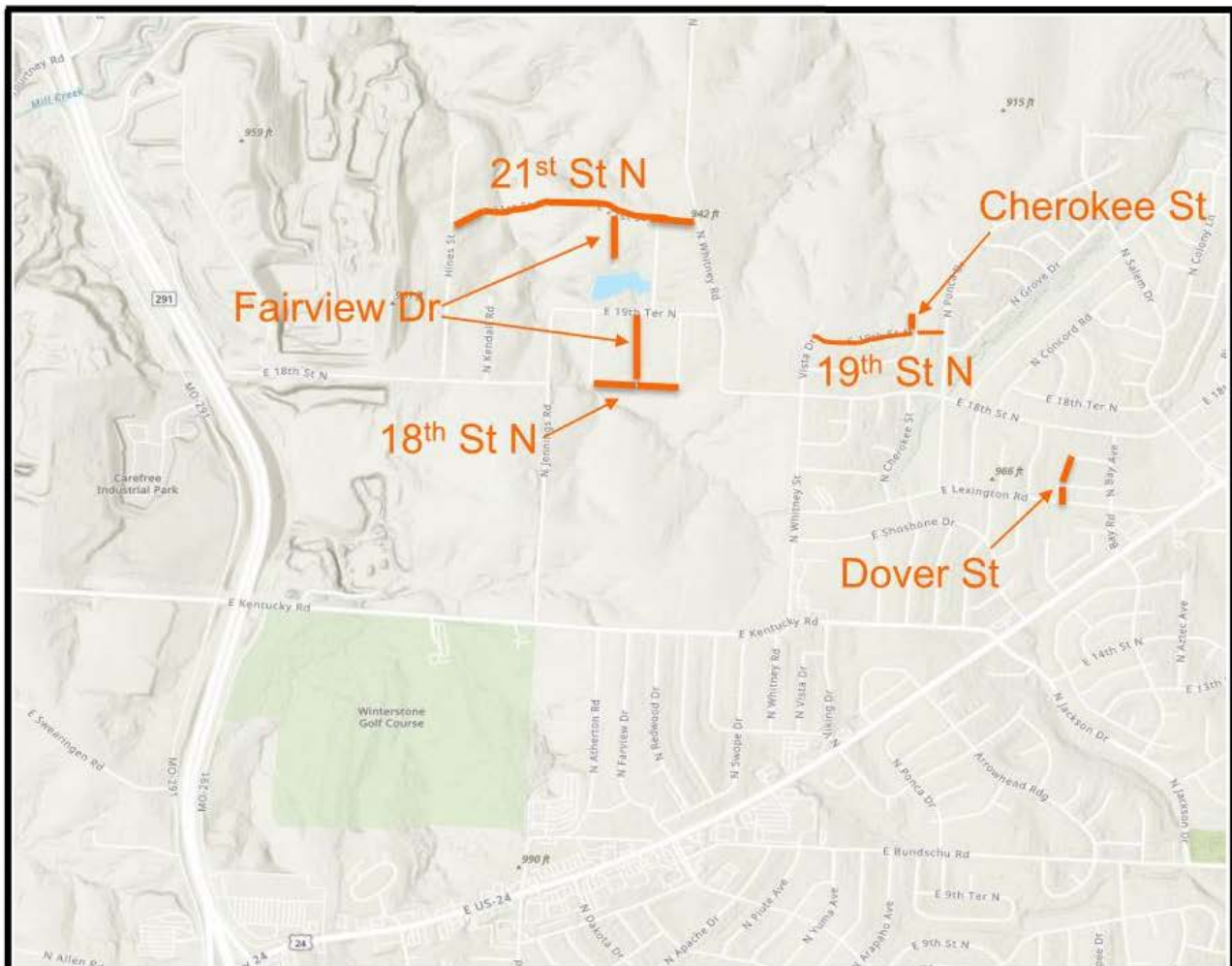
Notes:

- 1) Surface Irregularities for the roadways were calculated at 7% (curbed roads) and 15% (non-curbed roads) for the asphalt overlay quantity.
- 2) The estimated unit weight for calculations of the asphaltic concrete surface was 150 lbs./CF.

2023 Pavement Maintenance Program Mill and Overlay (Pavement Markings) County Project No. 3272 (ITB xx-23)																
Street Name	Beginning Description	Ending Description	Length (Feet)	4" Solid White Edge Lines (ft)	4" Solid White Lane Lines (ft)	4" Double Solid Yellow (ft)	4" Yellow Dashed and 4" Solid Lines (ft)	4" Yellow Dashed Lines (ft)	6" Solid White Crosswalk (ft)	Stop Bars (ft)	18" Yellow Diagonal Median (ft)	White Left Turn Arrows (Each)	White Right Turn Arrows (Each)	White Straight/ Right Turn Arrow (Each)	White Straight Arrow (Each)	
Buckner Tarsney Road Courtney Atherton Road Corn Road	Route AA South R/W Sugar Creek City Limits Colbern Road	South Side of Colbern	25,160	50,320	955	13,619	7,005	4,735	139	84	128	11	6	1	2	
		Whitney Road	2,890		2,890						12					
		Nebgen Road	12,000	24,000		12,000										
TOTALS =				80,100	955	28,509	7,005	4,735	139	96	128	11	6	1	2	



PROJECT NUMBER: 3272		2023 Pavement Maintenance Program – Mill and Overlay	C1
DRAWING NAME: sitemap.pptx			
DATE: August 25, 2022		PROJECT MAP	Appendix
DESIGNED BY: SLee			
CHECKED BY:			
APPROVED BY:			



Project Sites:

- 18th Street N** (Davidson Road to Fairview Drive)
- 18th Street N** (Fairview Drive to Redwood Drive)
- 10th Street N** (Vista Drive to Cherokee Street)
- 19th Street N** (Cherokee Street to Ponca Drive)
- 21st Street N** (Hines Street to Whitney Road)
- Cherokee Street** (19th Street North to Dead End)
- Dover Street** (Lexington Road to 16th Street Terrace North)
- Dover Street** (16th Street Terrace North to Lynchburg Place North)
- Fairview Drive** (18th Street North to 19th Street Terrace North)
- Fairview Drive** (South End to 21st Street North)

PROJECT NUMBER: 3272
DRAWING NAME: sitemap.pptx
DATE: August 25, 2022
DESIGNED BY: SLee
CHECKED BY:
APPROVED BY:

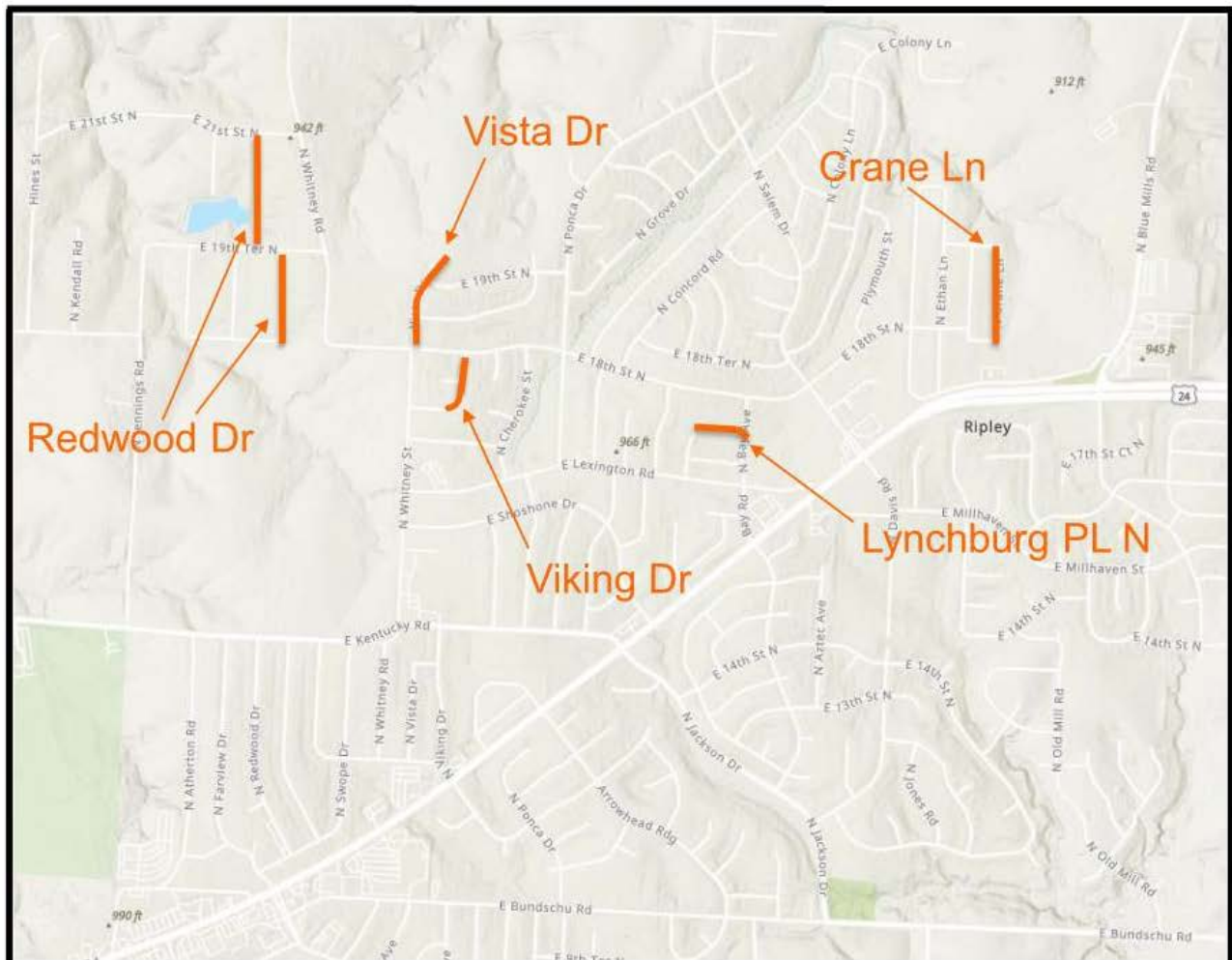


2023 Pavement Maintenance Program – Mill and Overlay

PROJECT MAP

C2

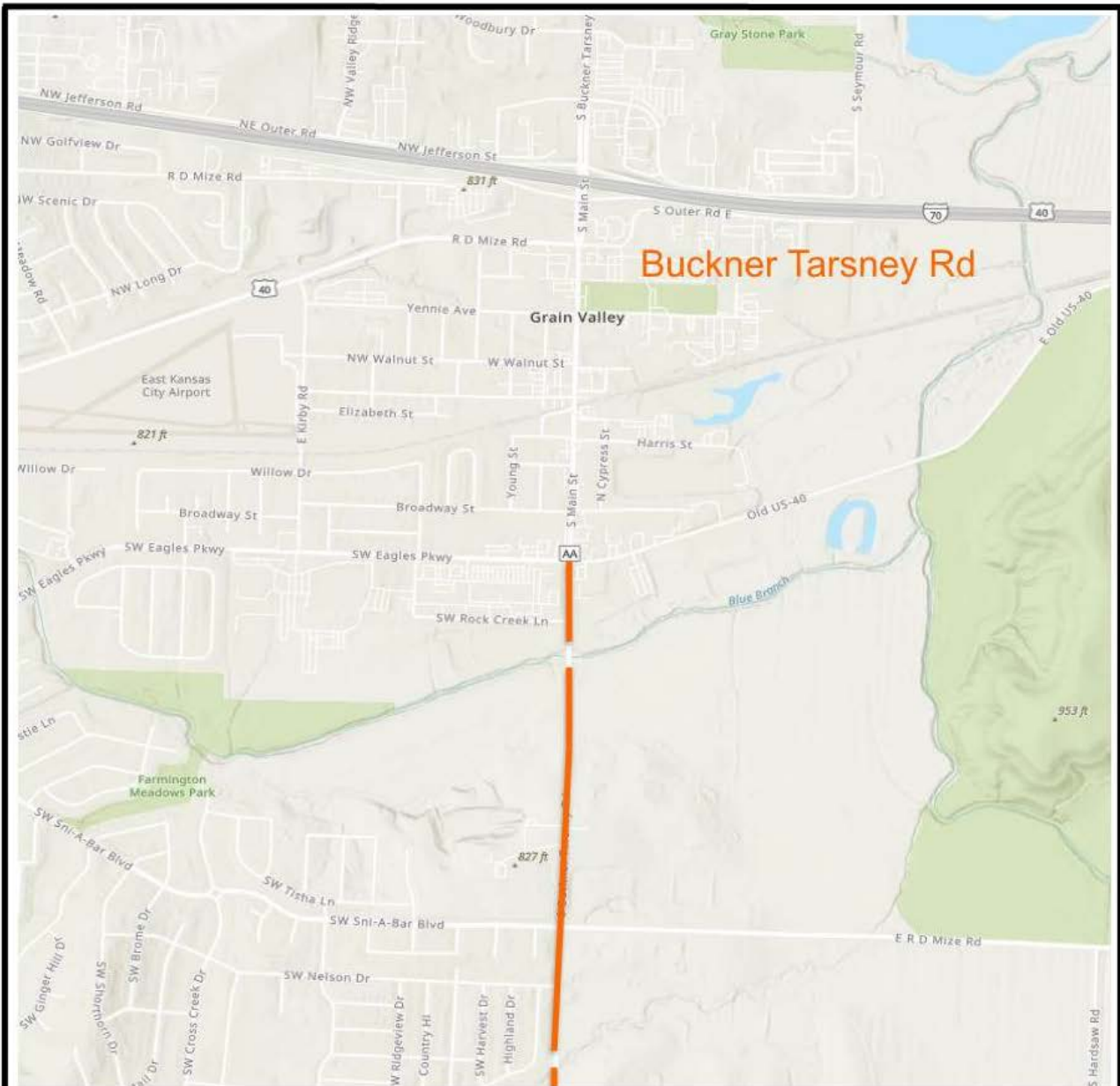
Appendix



Project Sites:

Lynchburg Place North (Dover Street to Bay Avenue)
Redwood Drive (18th Street North to 19th Street Terrace North)
Redwood Drive (19th Street Terrace North to 21st Street North)
Viking Drive (17th Street North to 18th Street North)
Vista Drive (Whitney Road to Dead End)
Crane Lane (18th Street North to 20th Street North)

PROJECT NUMBER: 3272		2023 Pavement Maintenance Program – Mill and Overlay	C3
DRAWING NAME: sitemap.pptx			
DATE: August 25, 2022		PROJECT MAP	Appendix
DESIGNED BY: SLee			
CHECKED BY:			
APPROVED BY:			



Project Sites:

Buckner Tarsney Road (Route AA South R/W to 1,840 feet South of Route AA)

Buckner Tarsney Road (1,840 feet South of Route AA to 3,430 feet South of Route AA)

Buckner Tarsney Road (250 feet South of R D Mize Road to 1,380 feet South of R D Mize Road)

PROJECT NUMBER: 3272
DRAWING NAME: sitemap.pptx
DATE: August 25, 2022
DESIGNED BY: S Lee
CHECKED BY:
APPROVED BY:

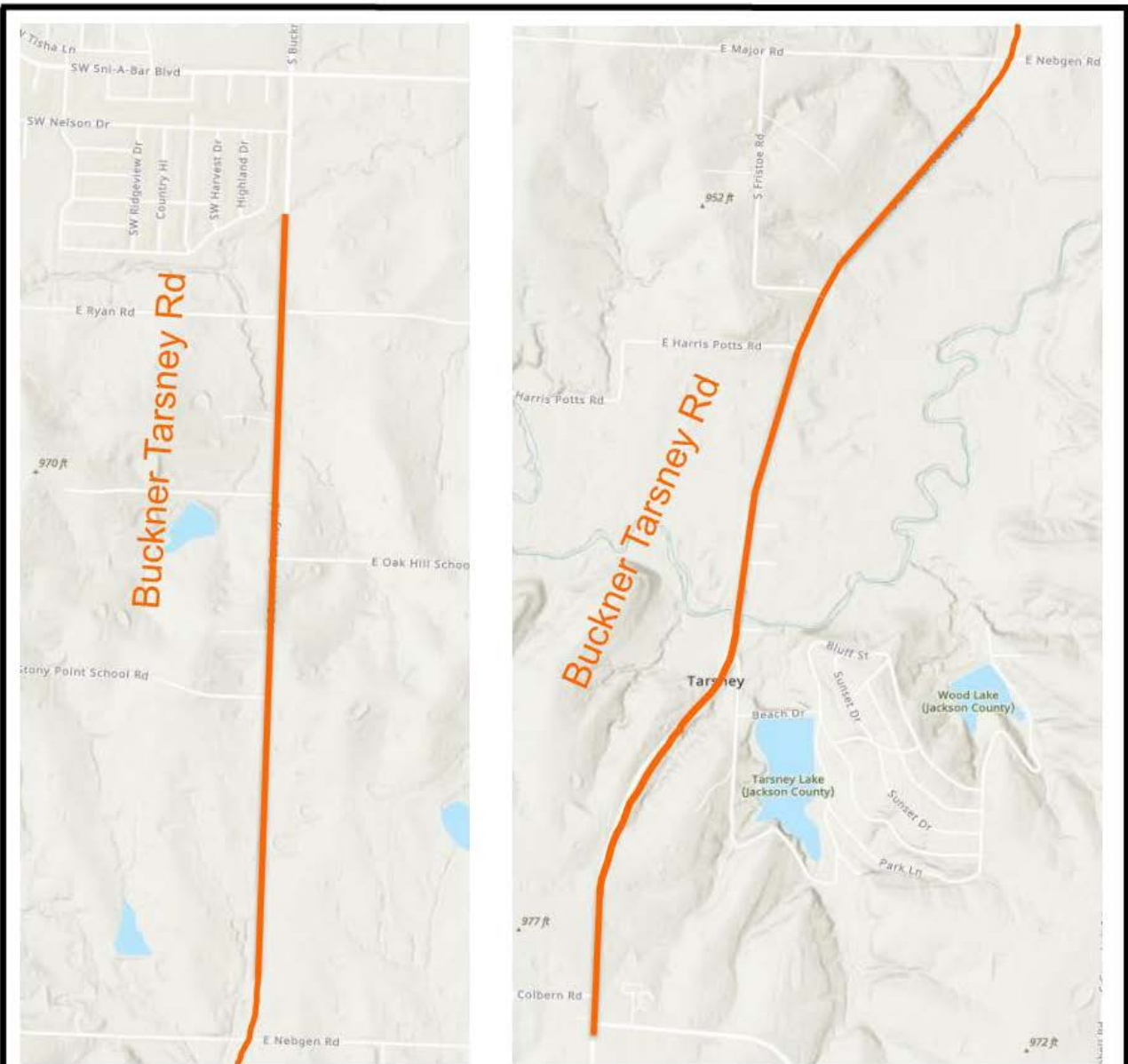


2023 Pavement Maintenance Program – Mill and Overlay

PROJECT MAP

C4

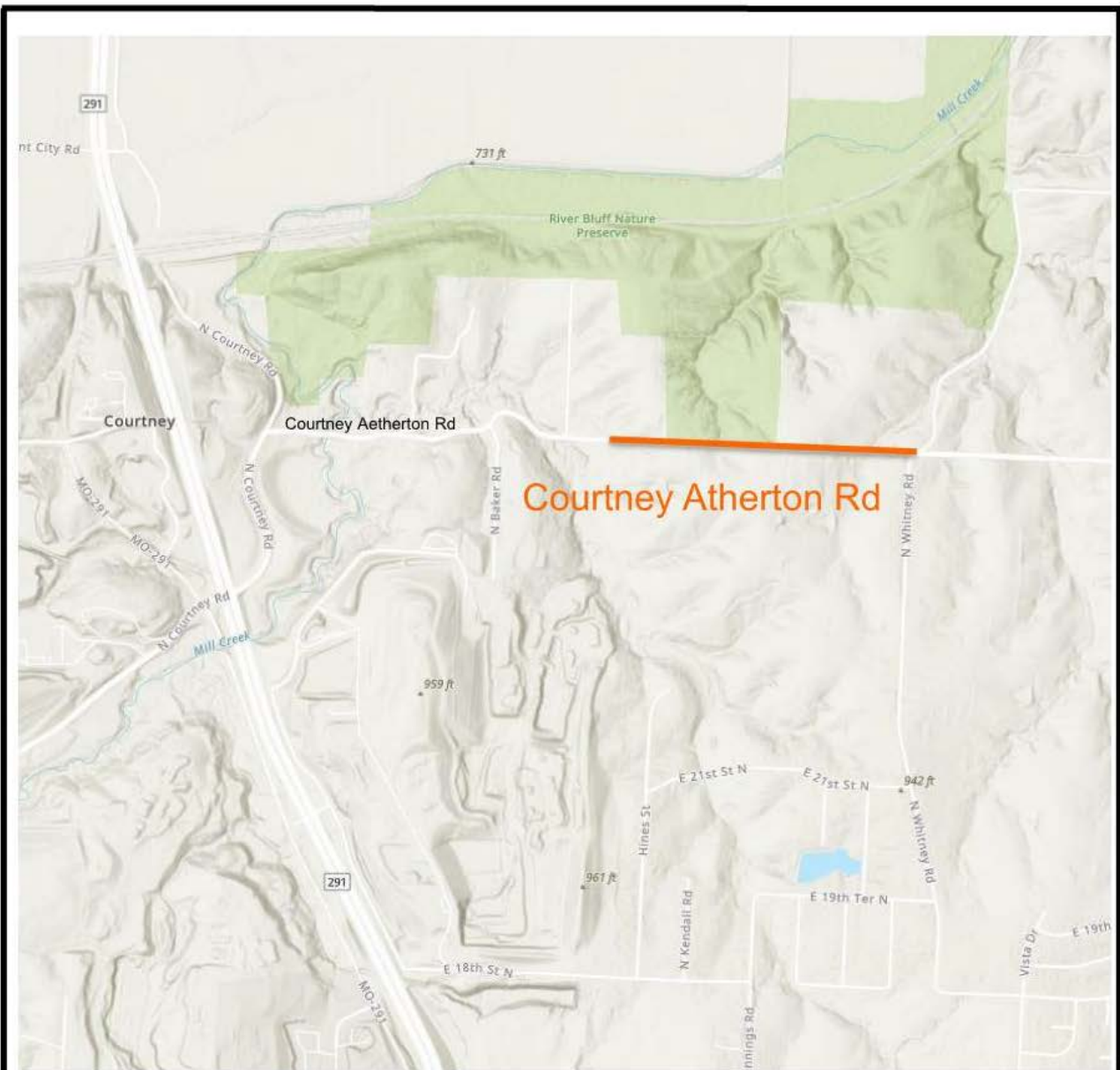
Appendix



Project Sites:

Buckner Tarsney Road (1,380 feet South of R D Mize Road to South Side of East Colbern Road)

PROJECT NUMBER: 3272		2023 Pavement Maintenance Program – Mill and Overlay	C5
DRAWING NAME: sitemap.pptx		PROJECT MAP	
DATE: August 25, 2022			Appendix
DESIGNED BY: SLee			
CHECKED BY:			
APPROVED BY:			



Project Sites:

Courtney Atherton Road (Sugar Creek City Limits and Whitney Road)

PROJECT NUMBER: 3272
DRAWING NAME: sitemap.pptx
DATE: August 25, 2022
DESIGNED BY: SLee
CHECKED BY:
APPROVED BY:

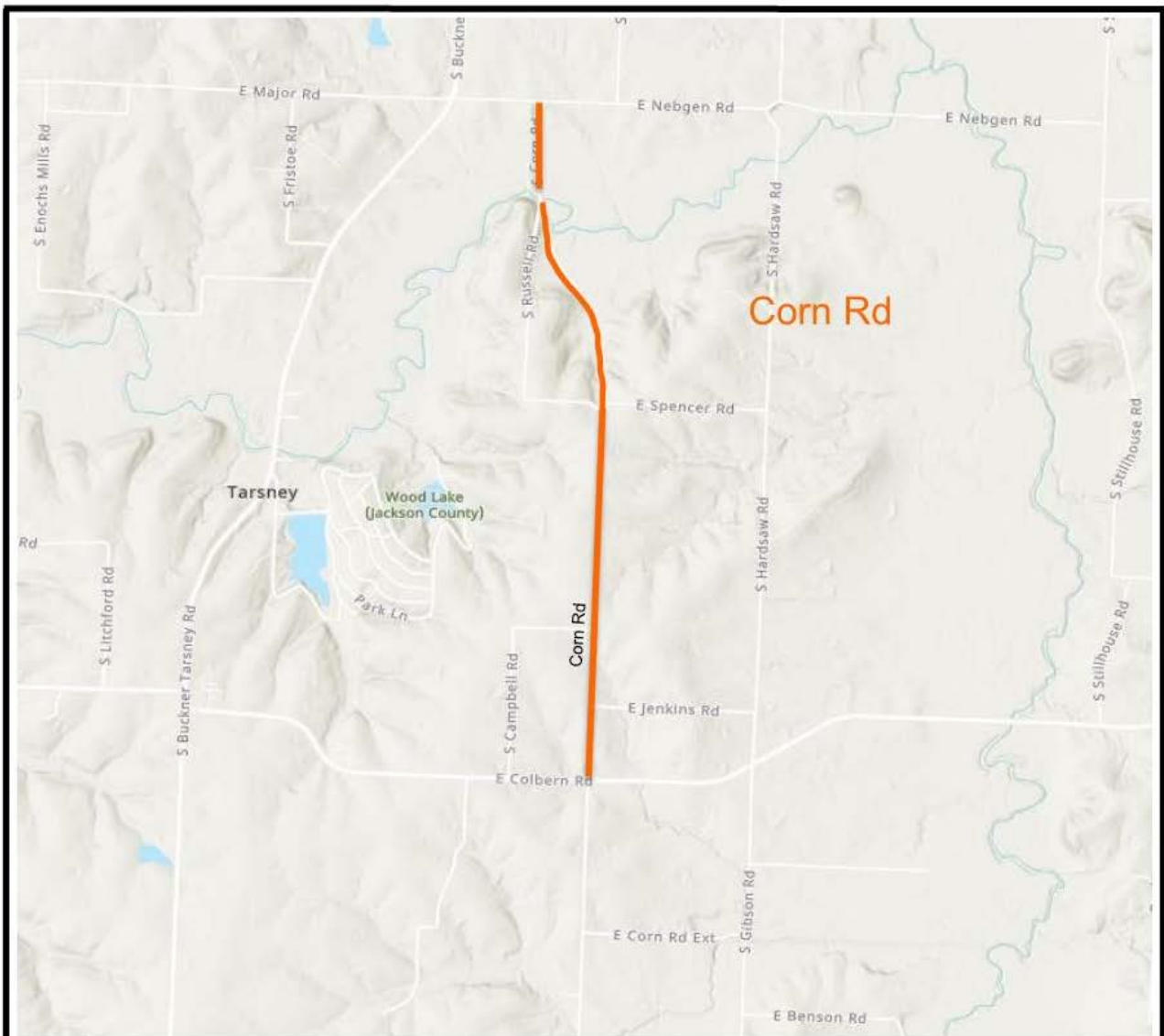


2023 Pavement Maintenance Program – Mill and Overlay

PROJECT MAP

C6

Appendix



Project Sites:

Corn Road (Colbern Road to Nebgen Road)

PROJECT NUMBER: 3272
DRAWING NAME: sitemap.pptx
DATE: August 25, 2022
DESIGNED BY: SLee
CHECKED BY:
APPROVED BY:

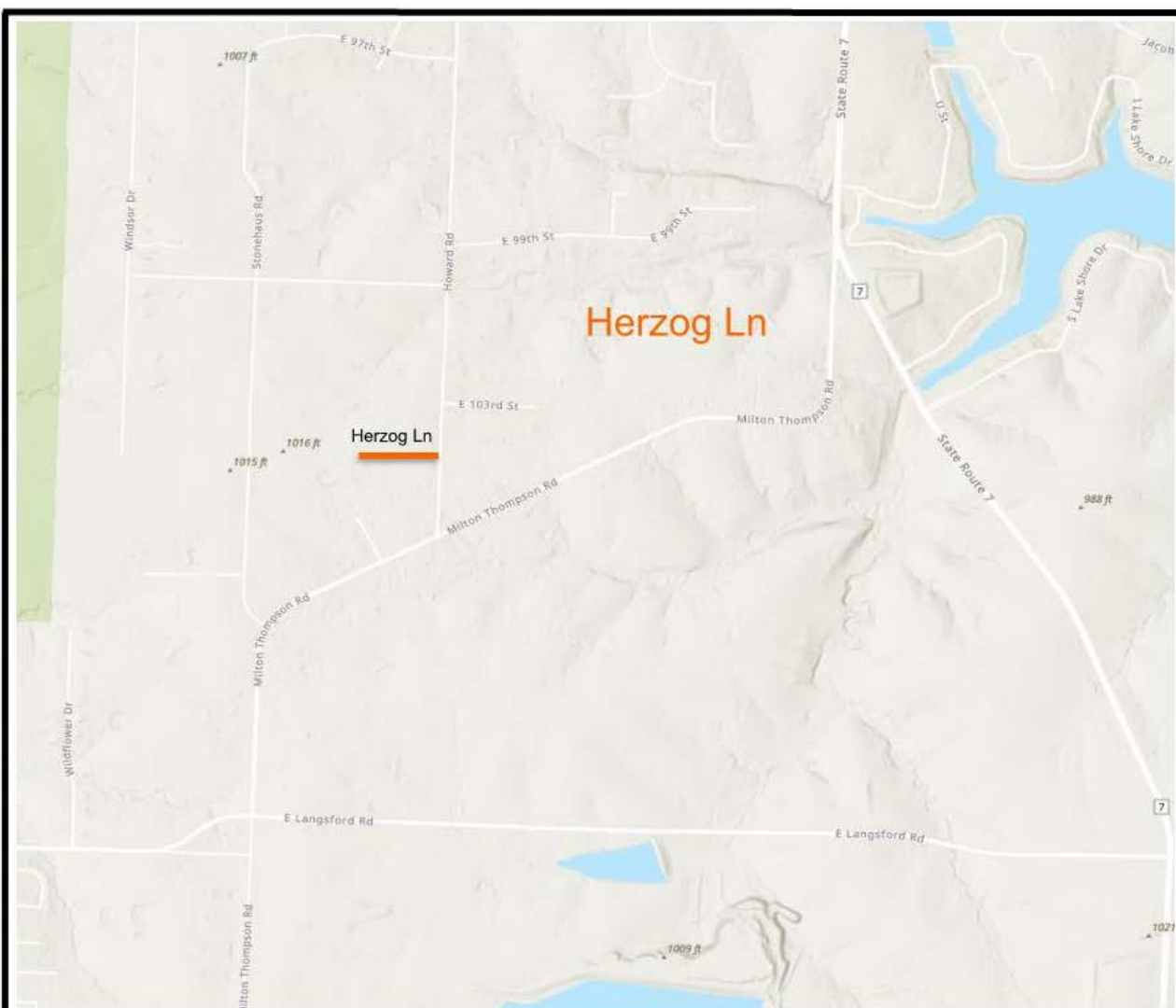


2023 Pavement Maintenance Program – Mill and Overlay

PROJECT MAP


C7

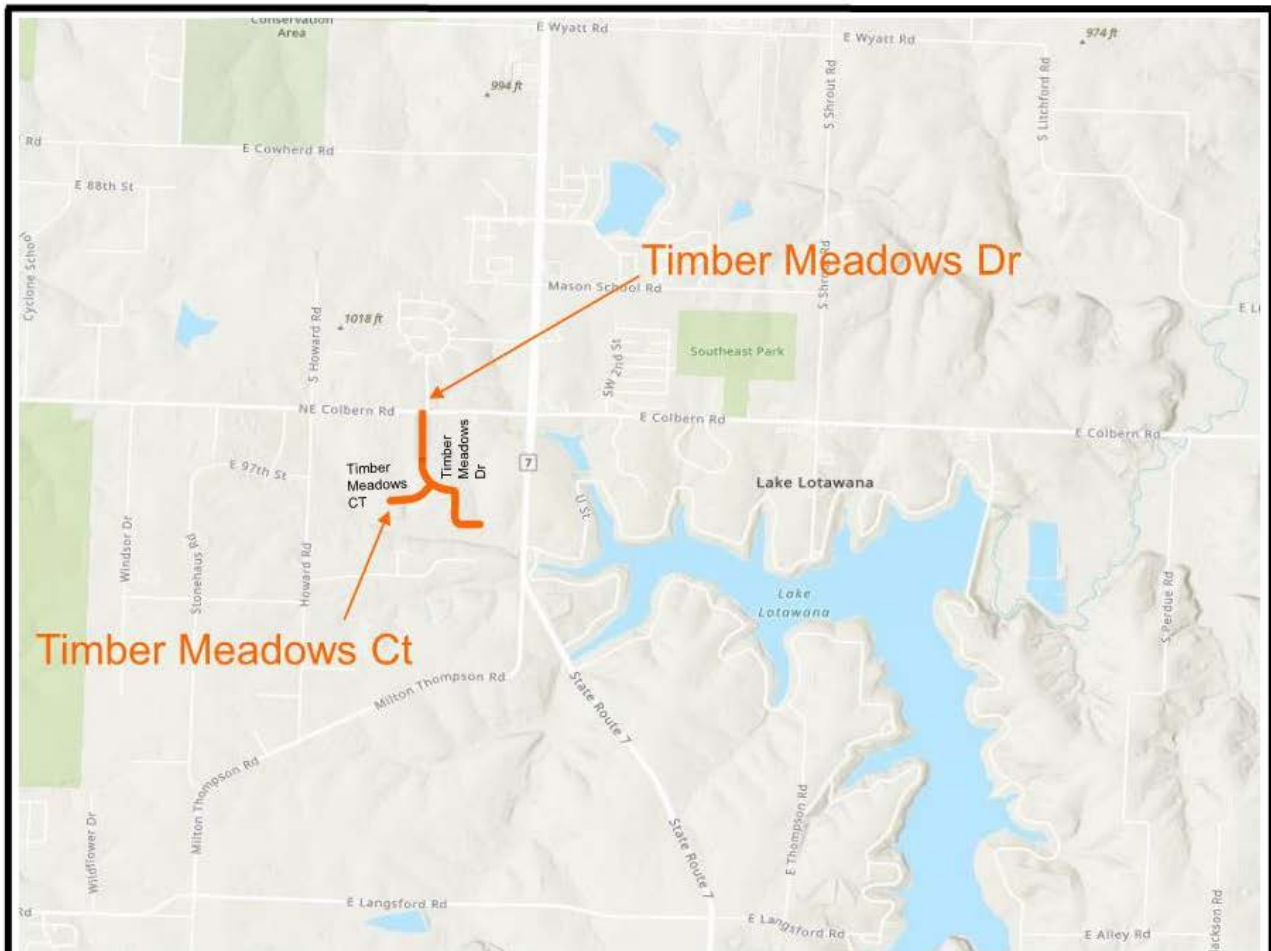
Appendix



Project Sites:

Herzig Lane (Howard Road to Dead End)

PROJECT NUMBER: 3272		2023 Pavement Maintenance Program – Mill and Overlay	C8
DRAWING NAME: sitemap.pptx			
DATE: August 25, 2022		PROJECT MAP	
DESIGNED BY: SLee			
CHECKED BY:			
APPROVED BY:			
		Appendix	



Project Sites:

Timber Meadows Court (Timber Meadows Drive to Dead End)

Timber Meadows Drive (Colbern Road to Dead End)

PROJECT NUMBER: 3272
DRAWING NAME: sitemap.pptx
DATE: August 25, 2022
DESIGNED BY: SLee
CHECKED BY:
APPROVED BY:



2023 Pavement Maintenance Program – Mill and Overlay

PROJECT MAP

C10

Appendix

Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Superior Bowen Asphalt Company
520 W Pennway St 200
Kansas City, MO 64108
2023 Certificate: 20230221VC98

Issued: 2023-02-21
Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org

2023 Pavement Maintenance Program Mill and Overlay (Paving) County Project No. 3272															
Street Name	Beginning Description	Ending Description	Length (Feet)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Cul-de-sac (SF)	Total Milling Area (SF)	Total Milling Area (SY)	Mill / Overlay Depth (Inch)	Mill / Overlay Depth (Feet)	Asphalt Overlay Volume (CF)	Asphalt Overlay (TONS)	Surface Irregularities (TONS)	Millings Haul Location
16th Street Terrace North	Dover Street	Bay Avenue	525	24.0	12,600	22.2		12,622	1,402	1.5	0.125	1,578	118.3	5.9	Blue Mills
17th Street Terrace North	West End	Viking Drive	144	24.0	3,456	11.1	468.8	3,936	437	1.5	0.125	492	36.9	1.8	Blue Mills
17th Street North	Whitney Road	Viking Drive	549	24.0	13,176	22.2		13,198	1,466	1.5	0.125	1,650	123.7	6.2	Blue Mills
18th Street North	Davidson Drive	Fairview Drive	406	15.0	6,090			6,090	677	1.5	0.125	761	57.1	2.9	Blue Mills
18th Street North	Fairview Drive	Redwood Drive	420	15.0	6,300			6,300	700	1.5	0.125	788	59.1	3.0	Blue Mills
19th Street North	Vista Drive	Cherokee Street	1,079	24.0	25,896	22.2		25,918	2,880	1.5	0.125	3,240	243.0	12.1	Blue Mills
19th Street North	Cherokee Street	Ponca Drive	295	24.0	7,080			7,080	787	1.5	0.125	885	66.4	3.3	Blue Mills
21st Steet North	Hines Street	Whitney Road	2,624	22.0	57,728	1,570		59,298	6,589	1.5	0.125	7,412	555.9	27.8	Blue Mills
Cherokee Street	19th Street North	Dead End	145	25.0	3,625	77.8		3,703	411	1.5	0.125	463	34.7	1.7	Blue Mills
Dover Street	Lexington Road	16th Street Terrace North	193	24.0	4,632	22.2	506.2	5,160	573	1.5	0.125	645	48.4	2.4	Blue Mills
Dover Street	16th Street Terrace North	Lynchburg Place	306	24.0	7,344			7,344	816	1.5	0.125	918	68.9	3.4	Blue Mills
Fairview Drive	18th Street North	19th Street Terrace North	861	20.0	17,220	66.7		17,287	1,921	1.5	0.125	2,161	162.1	8.1	Blue Mills
Fairview Drive	South End	21st Street North	597	23.0	13,731	33.3		13,764	1,529	1.5	0.125	1,721	129.0	6.5	Blue Mills
Lynchburg Place North	Dover Street	Bay Avenue	437	24.0	10,488			10,488	1,165	1.5	0.125	1,311	98.3	4.9	Blue Mills
Redwood Drive	18th Street North	19th Street Terrace North	870	21.0	18,270	26.7		18,297	2,033	1.5	0.125	2,287	171.5	8.6	Blue Mills
Redwood Drive	19th Street Terrace North	21st Street North	1,089	20.0	21,780	102.2		21,882	2,431	1.5	0.125	2,735	205.1	10.3	Blue Mills
Viking Drive	17th Street North	21st Street North	412	24.0	9,888			9,888	1,099	1.5	0.125	1,236	92.7	4.6	Blue Mills
Vista Drive	Whitney Road	Dead End	853	32.0	27,296	36.7		27,333	3,037	1.5	0.125	3,417	256.2	12.8	Blue Mills
Crane Lane	18th Street North	20th Street North	859	24.0	20,616		10,631	31,247	3,472	1.5	0.125	3,906	292.9	14.6	Blue Mills
Buckner Tarsney Road	Route AA South R/W	1,840' South of Route AA	1,840	34.0	62,560			62,560	6,951	1.5	0.125	7,820	586.5	29.3	Ketterman
Buckner Tarsney Road	1,840' South of Route AA	3,430' South of Route AA	1,590	23.0	36,570			36,570	4,063	1.5	0.125	4,571	342.8	17.1	Ketterman
Buckner Tarsney Road	250' South of RD Mize	1,380' South of RD Mize	1,130	26.0	29,380			29,380	3,264	1.5	0.125	3,673	275.4	13.8	Ketterman
Buckner Tarsney Road	1,380' South of RD Mize	South Side of Colbern	20,665	23.0	475,295			475,295	52,811	1.5	0.125	59,412	4,455.9	222.8	Ketterman
Courtney Atherton Road	Sugar Creek City Limits	Whitney Road	2,890	20.0	57,800			57,800	6,422	1.5	0.125	7,225	541.9	27.1	Blue Mills
Corn Road	Colbern Road	Nebgen Road	12,122	20.0	242,440			242,440	26,938	1.5	0.125	30,305	2,272.9	113.6	Ketterman
Herzog Lane	Howard Road	Dead End	703	24.0	16,872		13,050	29,922	3,325	1.5	0.125	3,740	280.5	14.0	Quarry
Jacomo Ridge Court	Jacomo Drive	Dead End	730	24.0	17,520	600	4,220	22,340	2,482	1.5	0.125	2,793	209.4	10.5	Quarry
Jacomo Ridge Drive	Jasper Bell Road	Dead End	1,060	24.0	25,440	600	4,220	30,260	3,362	1.5	0.125	3,783	283.7	14.2	Quarry
Timber Meadows Court	Timber Meadows Drive	Dead End	705	24.0	16,920	160	4,220	21,300	2,367	1.5	0.125	2,663	199.7	10.0	Quarry
Timber Meadows Drive	Colbern Road	Dead End	2,988	24.0	71,712	1,000	7,385	80,097	8,900	1.5	0.125	10,012	750.9	37.5	Quarry
TOTALS =									154,311				13,671		

Notes:

- 1) Surface irregularities for the roadways were calculated at 7% (curbed roads) and 15% (non-curbed roads) for the asphalt overlay quantity.
- 2) The estimated unit weight for calculations of the asphaltic concrete surface was 150 lbs./CF.

2023 Pavement Maintenance Program Mill and Overlay (Pavement Markings) County Project No. 3272															
Street Name	Beginning Description	Ending Description	Length (Feet)	4" Solid White Edge Lines (ft)	4" Solid White Lane Lines (ft)	4" Double Solid Yellow (ft)	4" Yellow Dashed and 4" Solid Lines (ft)	4" Yellow Dashed Lines (ft)	6" Solid White Crosswalk (ft)	Stop Bars (ft)	18" Yellow Diagonal Median (ft)	White Left Turn Arrows (Each)	White Right Turn Arrows (Each)	White Straight/ Right Turn Arrow (Each)	White Straight Arrow (Each)
Buckner Tarsney Road	Route AA South R/W	South Side of Colbern	25,959	51,918	955	13,619	7,005	4,735	139	84	128	11	6	1	2
Courtney Atherton Road	Sugar Creek City Limits	Whitney Road	2,873	5,746		2,873				12					
Corn Road	Colbern Road	Nebgen Road	11,980	23,960		11,980									
TOTALS =				81,624	955	28,472	7,005	4,735	139	96	128	11	6	1	2



John R. Ashcroft

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

- MY ACCOUNT
- HOME
- SEARCH
- MISC INFO
- UCC FILING
- Help

Limited Liability Company Details as of 3/13/2023

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO
SEARCH RESULTS

Create Filing
Amendment to Articles of Organization

FILE
ONLINE

ORDER COPIES/
CERTIFICATES

General Information	Filings	Principal Office Address	Contact(s)
Name(s) SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.			
Type Limited Liability Company			
Domesticity Domestic			
Registered Agent CAPITOL CORPORATE SERVICES, INC. 222 E. Dunklin, Ste 102 Jefferson City, MO 65101			
Date Formed 9/2/1999			
Duration Perpetual			
Principal Office Address			
Charter No. LC0031034			
Home State MO			
Status Active			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org

Website: kcmo.gov/tax

SUPERIOR BOWEN ASPHALT COMPANY LLC
520 W PENNWAY ST STE 300
KANSAS CITY MO 64108-2570

Letter Id: L1430135552

Date: 15-Mar-2023

Taxpayer Id: **-***1896



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that SUPERIOR BOWEN ASPHALT COMPANY LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION

(Jackson County, MO, Unified Government of Wyandotte County, KS & Johnson County, KS)

Business to Be Certified:

1. Business Name: Superior Bowen Asphalt Company

DBA Name: _____

2. Business Address: 520 W. Pennway Street, Suite 300 Kansas City, MO 64108
Street City, State Zip

3. Contact Information: 816.298.5545 cryerson@superiorbowen.com
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: Legacy InfrastructureGroup

Owner Residence Address: 520 W. Pennway Street, Suite 300 Kansas City, MO 64108
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.


Owner/Taxpayer

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer shown above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

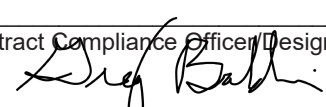
Tax Clearance Not Granted ☐ Entity _____

Tax Clearance Not Granted ☐ Entity _____

Tax Clearance Not Granted ☐ Entity _____

JACKSON COUNTY, Missouri on this date: _____, by _____
Purchasing Agent/Mgr/ County Designee

UNIFIED GOVERNMENT/ KC, KS on this date: _____, by _____
Contract Compliance Officer/Designee

JOHNSON COUNTY, KS on this date: 3/15/2023, by 
County Treasurer/Designee

**MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION**

(Jackson County, MO, Unified Government of Wyandotte County, KS & Johnson County, KS)

Business to Be Certified:

1. Business Name: Superior Bowen Asphalt Company

DBA Name: _____

2. Business Address: 520 W. Pennway Street, Suite 300 Kansas City, MO 64108
Street City, State Zip

3. Contact Information: 816.298.5545 cryerson@superiorbowen.com
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: Legacy InfrastructureGroup

Owner Residence Address: 520 W. Pennway Street, Suite 300 Kansas City, MO 64108
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.


Owner/Taxpayer

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer shown above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;


OR

Tax Clearance Not Granted ☐ Entity _____

Tax Clearance Not Granted ☐ Entity _____

Tax Clearance Not Granted ☐ Entity _____

JACKSON COUNTY, Missouri on this date: _____, by _____
Purchasing Agent/Mgr/ County Designee

UNIFIED GOVERNMENT/ KC, KS on this date: 03/26/23, by 
Contract Compliance Officer/Designee

JOHNSON COUNTY, KS on this date: _____, by _____
County Treasurer/Designee

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Mathew Bowen of the city of Kansas City
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says,

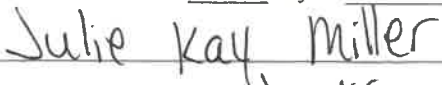
1. That I am the Vice President (Title of Affiant) of Superior Bowen Asphalt Co, LLC (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2022, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Superior Bowen Asphalt Co, LLC (Name of Bidder)

By:  (Signature of Affiant)

Mathew Bowen, Vice President (Title of Affiant)

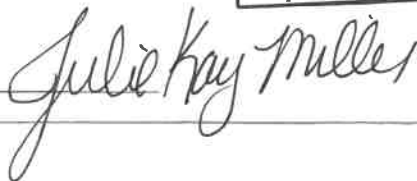
Subscribed and sworn to before me this 7th day of March, 20 23


NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Missouri

My Commission Expires: 4/12/2024







OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

RECEIVED

By Jaime Guillen at 1:33 pm, Mar 10, 2023

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI
MBE/WBE/VBE PARTICIPATION AFFIDAVIT**

ITB/RFP/RFQ Number: 23-012

ITB/RFP/RFQ Title: Pavement Maintenance – Mill and Overlay

Contracting Department: Public Works Department

Respondent: Superior Bowen Asphalt Co, LLC

I, Mathew Bowen, 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 ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.

The goals set by Jackson County, Missouri are:

9.5 %MBE 11.7 %WBE 9.5 %VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

9.5 %MBE 11.7 %WBE 0.0 %VBE

INTERNAL USE ONLY

CUP RECEIVED: 3/13/2023 CUP APPROVED: APPROVED
By Jaime Guillen at 9:31 am, Mar 14, 2023

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: 9.5% MBE 11.7% WBE 0 VBE _____ OTHER

RES/ORD: _____ AMT AWARDED: _____

NOTES: CUP is acceptable as submitted. JG 3-14-2023

ACKNOWLEDGMENT

Respondent 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 subcontractor participation goals.

List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a **List of Intended Subcontractors (LIS)** prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the **Contractor's Utilization Plan (CUP)**, which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. **The CUP is contractually binding and any changes to either document must follow a modification process as described below.**

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

Contact the Compliance Review Office for assistance or to request forms.

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact (Print) : Mathew Bowen

Title: Vice President Email: mmorrison@superiorbowen.com

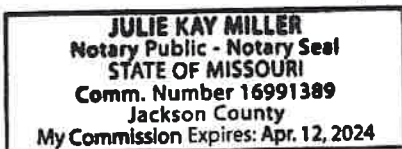
Date: 3/7/2023 Phone: 816 921-8200

Signature:  Date: 3/7/2023

NOTARIZED:

Subscribed and sworn to before me this 7th day of March, 2023.

My Commission Expires: 4/12/2024





NOTARY PUBLIC

Attach Corporate Seal if applicable



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

RECEIVED

By Jaime Guillen at 11:22 am, Mar 13, 2023

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

List of Intended Subcontractors (LIS)

Bid/Project Number: 23-012 Pavement Maintenance-Mill and Overlay
Respondent: Superior Bowen Asphalt Co. LLC
Using Dept: Public Works
CRO Program(s): CH. 6 MWVBE Goals/ CH. 19 Prevailing Wage

Approved Goals: 9.5% MBE 11.7% WBE 0% VBE

Complete the below information and return it to the Compliance Review Office (CRO) at CRO@jacksongov.org by the date indicated in red below. Once this form is received, it will be reviewed by both the CRO and the using department. Contract award will not be given unless approval of this form is completed. The information provided will be used as contact information on this project throughout the duration of the contract. If a change in contact information is needed, notify the CRO at CRO@jacksongov.org with the updated information.

This form (List of Intended Subcontractors), in conjunction with the MBE/WBE/VBE Participation Affidavit previously submitted, is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is provided on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and/or subcontractors as well as all other subcontractors on the resulting awarded contract.

The contractors listed on Pages 3-5 are Subcontractors to be utilized on the above-named solicitation. **Respondent maintains that it either has a formal contract or a conditional contract contingent upon award with each listed subcontractor.**

Instructions:

- The MBE/WBE/VBE Affidavit and List of Intended Subcontractors (LIS) must be filled out in its entirety. No blanks or skipped information will be accepted.
- Indicate the MBE/WBE/VBE certification which you intend to utilize for credit for each certified subcontractor. No subcontractor will receive credit for more than one certification even if that subcontractor is dually certified.
- If the Respondent is a certified MBE/WBE/VBE, it should list itself as a subcontractor and indicate the percentage to be self-performed on the project.
- Suppliers only need to be listed if the respondent plans to receive MBE/WBE/VBE credit for them.
- If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor, a **Contractor Modification Form** must be submitted to the Compliance Review Office. Any Contractor Modification Form must be approved by the Compliance Review Office.

PRIME CONTRACTOR INFORMATION

Bid/Project Number:	23-012 Pavement Maintenance-Mill and Overlay
Respondent:	Superior Bowen Asphalt Co. LLC
Using Dept:	Public Works
CRO Program(s):	CH. 6 MWVBE Goals/ CH. 19 Prevailing Wage

COMPLETE AND RETURN BY: MARCH 17, 2023

Provide the following contact information:

- **Company Address:** 520 W Pennway, Kansas City, MO 64108

- **Company Website:** www.superiorbowen.com

- **Company Phone:** 816 921-8200

- **Project or Contract Manager:**

Name: Mike Morison Phone: 816 591-7725 E-mail: mmorrison@superiorbowen.com

- **Point of Contact for Site Visits:**

Name: Brian McCloud Phone: 816 518-9024 E-mail: bmcccloud@superiorbowen.com

- **Point of Contact for Certified Payroll Reports:**

Name: Donnelle Groves Phone: 816 301-5593 E-mail: donnelle@superiorbowen.com

- **Point of Contact for MBE/WBE/VBE Monthly Reports:**

Name: Mike Morison Phone: 816 591-7725 E-mail: mmorrison@superiorbowen.com

Contractor Name: Superior Bowen Asphalt Co., LLC

Bid Number: 23-012

If utilizing subcontractors, complete the following information for each subcontractor.

If no subcontractors will be utilized, mark the first line as N/A.
If MBE and/or WBE goals are assigned, this form is REQUIRED
Attach additional pages as needed

Subcontractor Company Name: Martin T Rucker Development, LLC

Subcontractor To: Superior Bowen

Certified Payroll Contact: Martin Rucker E-mail Address: mrucker@mruckerdevelopment.com

MWVBE Goals Contact: Martin Rucker E-mail Address: mrucker@mruckerdevelopment.com

Address: 3701 NW 52nd Terrace City, State, Zip: Kansas City, MO 64151

Phone 1: 816 237-0015

Phone 2 :

Certified (Check One) ☒ MBE ☐ WBE ☐ VBE ☐ N/A ☒ Certifying Agency (If Applicable): KCMO

PERCENTAGE of Contract Awarded: 7.5%

Contract Amount \$ 110,065.00

Union Status: Non Union

Estimated Start Date: Upon NTP

Scope(s) of work to be performed:

Trucking Supplier

CRO Approval:

APPROVED

By Jaime Guillen at 11:25 am, Mar 13, 2023

DEPT. Approval:

APPROVED

Ric Johnson, PE 03/13/2023 12:31:49 PM

Subcontractor Company Name: Ward Hauling

Subcontractor To: Superior Bowen

Certified Payroll Contact: Kareen Ward E-mail Address: Kareenward@yahoo.com

MWVBE Goals Contact: Kareen Ward E-mail Address: Kareenward@yahoo.com

Address: 107 Brent Road City, State, Zip: Belton, MO 64012

Phone 1: 816 359-9898

Phone 2 :

Certified (Check One) ☒ MBE ☐ WBE ☐ VBE ☐ N/A ☒ Certifying Agency (If Applicable): KCMO

PERCENTAGE of Contract Awarded: 2.0%

Contract Amount \$ 31,447.00

Union Status: Non-Union

Estimated Start Date: Upon NTP

Scope(s) of work to be performed:

Trucking Supplier

CRO Approval:

APPROVED

By Jaime Guillen at 11:26 am, Mar 13, 2023

DEPT. Approval:

APPROVED

Ric Johnson, PE 03/13/2023 12:31:55 PM

Contractor Name: Superior Bowen Asphalt Co., LLC

Bid Number: 23-012

Subcontractor Company Name: Petro Logistics, LLC

Subcontractor To: Superior Bowen

Certified Payroll Contact: Lianne Reizer **E-mail Address:** lianne@petrologisticsllc.com

MWVBE Goals Contact: Lianne Reizer **E-mail Address:** lianne@petrologisticsllc.com

Address: 910 S Kirkwood Rd, #120

City, State, Zip: Kirkwood, MO 63122

Phone 1: 314 835-9499

Phone 2 :

Certified (Check One): MBE ☒ WBE ☒ VBE ☐ N/A ☐ **Certifying Agency (If Applicable):** MODOT

*Petro Logistics, LLC is a WBE, vendor marked wrong certification. Additionally Petro logistics is certified through State of KS. JG

PERCENTAGE of Contract Awarded: 11.7%

Contract Amount \$ 183,963.00

Union Status: Non-Union

Estimated Start Date: Upon NTP

Scope(s) of work to be performed:

Liquid asphalt supply

CRO Approval:

APPROVED
By Jaime Guillen at 11:30 am, Mar 13, 2023

DEPT. Approval:

APPROVED
Ric Johnson, PE 03/13/2023 12:32:09 PM

Subcontractor Company Name:

Subcontractor To:

Certified Payroll Contact:

E-mail Address:

MWVBE Goals Contact:

E-mail Address:

Address:

City, State, Zip:

Phone 1:

Phone 2 :

Certified (Check One): MBE ☐ WBE ☐ VBE ☐ N/A ☐ **Certifying Agency (If Applicable):**

PERCENTAGE of Contract Awarded:

Contract Amount \$

Union Status:

Estimated Start Date:

Scope(s) of work to be performed:

CRO Approval:

DEPT. Approval:

Contractor Name: Superior Bowen Asphalt Co., LLC

Bid Number: 23-012

Subcontractor Company Name: _____

Subcontractor To: _____

Certified Payroll Contact: _____ **E-mail Address:** _____

MWVBE Goals Contact: _____ **E-mail Address:** _____

Address: _____ **City, State, Zip:** _____

Phone 1: _____ **Phone 2 :** _____

Certified (Check One): MBE____ WBE____ VBE____ N/A____ **Certifying Agency (If Applicable):** _____

PERCENTAGE of Contract Awarded: _____ **Contract Amount \$** _____

Union Status: _____ **Estimated Start Date:** _____

Scope(s) of work to be performed:

CRO Approval: _____ **DEPT. Approval:** _____

~~~~~

**Subcontractor Company Name:** \_\_\_\_\_

**Subcontractor To:** \_\_\_\_\_

**Certified Payroll Contact:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**MWVBE Goals Contact:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**Phone 1:** \_\_\_\_\_ **Phone 2 :** \_\_\_\_\_

**Certified (Check One):** MBE\_\_\_\_ WBE\_\_\_\_ VBE\_\_\_\_ N/A\_\_\_\_ **Certifying Agency (If Applicable):** \_\_\_\_\_

**PERCENTAGE of Contract Awarded:** \_\_\_\_\_ **Contract Amount \$** \_\_\_\_\_

**Union Status:** \_\_\_\_\_ **Estimated Start Date:** \_\_\_\_\_

**Scope(s) of work to be performed:**

\_\_\_\_\_  
\_\_\_\_\_

**CRO Approval:** \_\_\_\_\_ **DEPT. Approval:** \_\_\_\_\_



## JACKSON COUNTY Public Works Department

Jackson County Technology Center  
303 West Walnut Street  
Independence, Missouri 64050  
jacksongov.org

(816) 881-4530  
Fax: (816) 881-4448

March 15, 2023

Mr. Mike Morrison  
Superior Bowen Asphalt Company  
520 West Pennway, Suite 300  
Kansas City, MO 64108

Subject: Bid Submittal Adjustment  
2023 Pavement Maintenance Program – Mill and Overlay  
County Project 3273; County Bid No. 23-008

Dear Mr. Morrison:

Our staff has reviewed your bid submittal for the above referenced project and will be submitting a Request for Legislative Action (RLA) to award the contract to Superior Bowen Asphalt Company with two modifications. Your bid exceeded our budget (\$1,451,600.00). Therefore, the County will be exercising Item 6.0 Public Works Information and Forms, 6.2 Bid Quantities which says, "The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds." The changes required will be as follows:

1. Reduce Line Item 1: Asphaltic Concrete Overlay (RC Type 5-01)(40%) from 13,671 tons to 12,496 tons.
2. Reduce Line Item 2: 1.5" Cold Milling from 154,311 square yards to 141,051 square yards.

These changes will reduce the contract to \$1,451,436.16. If your company accepts these changes, please acknowledge below and return to me to submit with the RLA. If you have any questions, please feel free to call me at (816) 881-4499.

Sincerely;

**JACKSON COUNTY PUBLIC WORKS**

**Eric L. Johnson**

Digitally signed by Eric L. Johnson  
DN: C=US, E=ejohnson@jacksongov.org, O=Jackson  
County Public Works, OU=Engineering Division,  
CN=Eric L. Johnson  
Reason: I am approving this document  
Date: 2023.03.15 07:52:51-05'00'

Ric Johnson, PE  
Senior Project Manager, Civil Engineer III

Acceptance and Acknowledgement of the Bid Changes:  
**SUPERIOR BOWEN ASPHALT COMPANY**

Authorized Representative

*MATTHEW J. BOWEN*

*Frank White, Jr., County Executive*

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

**A RESOLUTION** transferring \$54,545.00 within the 2023 Sheriff's Revolving Fund and awarding a contract for the purchase of a full-size SUV for use by the Sheriff's Office to Corwin Motors of Springfield, LLC, of Springfield, MO, under the terms and conditions of State of Missouri Contract No. CC222374003, an existing competitively bid government contract, at an actual cost to the County in the amount of \$54,545.00.

**RESOLUTION NO. 21231**, April 17, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Sheriff's Office has a need for a full-size patrol SUV; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Sheriff and Director of Finance and Purchasing recommend the award of a contract for the furnishing of a full-size SUV for use by the Sheriff's Office to Corwin Motors of Springfield, LLC, of Springfield, MO, under the terms and conditions of an existing competitively bid state of Missouri Contract No. CC222374008, at an actual cost to the County in the amount of \$54,545.00; and,

WHEREAS, award under the state contract is recommended due to the significant discounts offered to larger entities; and,

WHEREAS, in order to cover the purchase, a transfer is necessary; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2023 Sheriff's Revolving Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| Sheriff Revolving Fund     |                              |             |           |
| Sheriff's Office           |                              |             |           |
| 048-4201                   | 56830 - Contingency          | \$54,545    |           |
| 048-4201                   | 58120 – Automobiles          |             | \$54,545  |

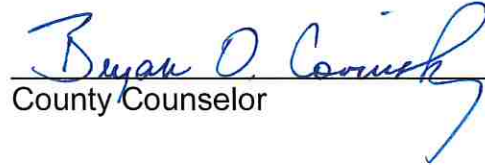
BE IT FUTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made under the existing competitively bid government contract as recommended by the Sheriff and Director of Finance and Purchasing and that the Director be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby 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. 21231 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 048 4201 56830  
ACCOUNT TITLE: Sheriff Revolving Fund  
Sheriff Office  
Contingency  
NOT TO EXCEED: \$54,545.00

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: 048 4201 58120  
ACCOUNT TITLE: Sheriff Revolving Fund  
Sheriff Office  
Automobiles  
NOT TO EXCEED: \$54,545.00

4/6/2023  
Date

  
Chief Administrative Officer



## Request for Legislative Action

Res. #21231

Sponsor: Manuel Abarca IV

Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21231     |
| Sponsor(s):       | Manuel Abarca IV | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Award', 'Transfer']

**Project/Title:**

Transferring \$54,545 within the 2023 Sheriff's Revolving Fund and awarding a contract to purchase a 2022 Dodge Durango for use by the Sheriff's Office from Corwin Motors of Springfield, LLC of Springfield, MO, under the terms and conditions of State of Missouri Contract No. CC222374003, an existing competitively bid government contract.

### Request Summary

The Sheriff's Office is requesting the purchase of a new 2022 Dodge Durango at a total cost to the County of \$54,545. Corwin Motors of Springfield, LLC responded to the Motor Vehicle Price Quote Request Form (PQF) issued by the Sheriff's Office with an "off the lot" quoted total price of \$54,545 for the 2022 Dodge Durango VIN 1C4SDJCT6NC228230.

Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office recommends the purchase of the 2022 Dodge Durango for \$54,545 from Corwin Motors of Springfield, LLC of Springfield, MO, under the terms and conditions of State of Missouri Contract No. CC222374003, an existing competitively bid government contract. As noted above, Corwin Motors of Springfield, LLC provided the Price Quote Request Form as required by the contract.

### Contact Information

|                    |                      |                        |                       |
|--------------------|----------------------|------------------------|-----------------------|
| <b>Department:</b> | Sheriff              | <b>Submitted Date:</b> | 3/28/2023             |
| <b>Name:</b>       | Elizabeth A. Money   | <b>Email:</b>          | EMoney@jacksongov.org |
| <b>Title:</b>      | Office Administrator | <b>Phone:</b>          | 816-541-8017          |

### Budget Information

|                                                         |                |                          |          |
|---------------------------------------------------------|----------------|--------------------------|----------|
| Amount authorized by this legislation this fiscal year: |                |                          | \$54,545 |
| Amount previously authorized this fiscal year:          |                |                          | \$ 0     |
| Total amount authorized after this legislative action:  |                |                          | \$54,545 |
| Is it transferring fund?                                |                |                          | Yes      |
| Transferring Fund From:                                 |                |                          |          |
| Fund:                                                   | Department:    | Line Item Account:       | Amount:  |
| 048 (Sheriff Revolving Fund)                            | 4201 (Sheriff) | 56830 (Contingency Fund) | \$54,545 |

## Request for Legislative Action

| Transferring Fund To:        |                |                     |          |
|------------------------------|----------------|---------------------|----------|
| Fund:                        | Department:    | Line Item Account:  | Amount:  |
| 048 (Sheriff Revolving Fund) | 4201 (Sheriff) | 58120 (Automobiles) | \$54,545 |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
|                   |                  |

| Purchasing                                                                                 |                      |
|--------------------------------------------------------------------------------------------|----------------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes                  |
| Chapter 10 Justification:                                                                  | Fixed Price Contract |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable       |
| Certificate of Foreign Corporation Received:                                               | Not Applicable       |
| Have all required attachments been included in this RLA?                                   | Yes                  |

| Compliance                                                                            |      |
|---------------------------------------------------------------------------------------|------|
| Certificate of Compliance                                                             |      |
| In Compliance                                                                         |      |
| Minority, Women and Veteran Owned Business Program                                    |      |
| Goals Not Applicable for following reason: Contract is with another government agency |      |
| MBE:                                                                                  | .00% |
| WBE:                                                                                  | .00% |
| VBE:                                                                                  | .00% |
| Prevailing Wage                                                                       |      |
| Not Applicable                                                                        |      |

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

## Request for Legislative Action

### History

Submitted by Sheriff requestor: Elizabeth A. Money on 3/28/2023. Comments:

Approved by Department Approver Ronald A. Fletcher on 3/28/2023 8:24:25 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 3/28/2023 9:05:24 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/28/2023 9:11:10 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/30/2023 12:20:33 PM. Comments:

Approved by Executive Office Approver Lisa Honn on 3/30/2023 1:38:01 PM. Comments: Approving on behalf Troy Schulte, due to technical error.

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:09:41 PM. Comments:

### Fiscal Note:

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

PC# \_\_\_\_\_

Date: April 6, 2023

RES # 21231  
eRLA ID #: 849

| Org Code/Description |                               | Object Code/Description |             | From      | To        |
|----------------------|-------------------------------|-------------------------|-------------|-----------|-----------|
| <b>048</b>           | <b>Sheriff Revolving Fund</b> |                         |             |           |           |
| 4201                 | Sheriff's Office              | 56830                   | Contingency | \$ 54,545 | \$ -      |
| 4201                 | Sheriff's Office              | 58120                   | Automobiles |           | 54,545    |
|                      |                               |                         |             |           |           |
|                      |                               |                         |             |           |           |
|                      |                               |                         |             | \$ 54,545 | \$ 54,545 |

### Fiscal Note:

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

| Org Code/Description |                               | Object Code/Description |             | Not to Exceed |
|----------------------|-------------------------------|-------------------------|-------------|---------------|
| <b>048</b>           | <b>Sheriff Revolving Fund</b> |                         |             |               |
| 4201                 | Sheriff's Office              | 58120                   | Automobiles | \$ 54,545     |
|                      |                               |                         |             |               |
|                      |                               |                         |             |               |
|                      |                               |                         |             |               |
|                      |                               |                         |             |               |
|                      |                               |                         |             |               |
|                      |                               |                         |             |               |
|                      |                               |                         |             | \$ 54,545     |

David Moyer  
Budget Office

**ATTACHMENT REVISED BY ADDENDUM 02****ATTACHMENT 5a.****State of Missouri****Motor Vehicle Price Quote Request Form (PQF)**

The PQF may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

**TO BE COMPLETED BY THE STATE AGENCY**

State Agency Name: Jackson County Missouri Sheriff's Office

State Agency's Address: 4001 NE Lakewood Ct., Lee's Summit, MO 64064

Point of Contact at State Agency: Captain Mike Rogers

State Agency Point of Contact's Phone Number: 816-541-8017 ext. 72239

State Agency Point of Contact's Email Address: mrogers@jacksongov.org

Return PQF to the Following Email Address: mrogers@jacksongov.org

PQF Issue Date: 3/21/2023

PQF Return No Later Than Date: 3/28/2023

**STATE AGENCY'S VEHICLE REQUIREMENTS:**

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

**Fleet or Off the Lot:** Off the Lot

Brand: DODGE

Model: DURANGO

Year: ~~2023~~ 2022

List of Requested Options/Features: SEE BUILD SHEET

List of Required Options/Features: SEE BUILD SHEET

Quantity: 1

**Delivery Location (if applicable):** N/A

**QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:**

The QVL contractor must provide the following information regarding the vehicle proposed:

**Fleet or Off the Lot:** OFF THE LOT

Brand: DODGE

Model: DURANGO

Vehicle Identification Number (VIN): 1C4SDJCT6NC228230

Year: 2022

List of Requested Options/Features Proposed: SEE BUILD SHEET

List of Required Options/Features: SEE BOUND SHEETQuantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the PQF that identifies all of the standard specifications of the vehicle proposed along with any options included on the vehicle.

**PRICING FOR VEHICLE:**

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

| Line Item                                                          | Firm, Fixed Price                        |
|--------------------------------------------------------------------|------------------------------------------|
| Vehicle Price                                                      | \$ <u>54,545</u>                         |
| Price for Additional Options/Features in Addition to Vehicle Price | \$ <u>—</u>                              |
| Delivery Price to Location Identified Above                        | \$ <u>TO BE PICKED UP AT DESTINATION</u> |
| Total Price                                                        | \$ <u>54,545</u>                         |

NOTE: COST EVALUATION: Objective Evaluation of 200 points

**DELIVERY:**

If vendor should identify delivery in days after receipt of order: TBD calendar days ARO.

**QVL CONTRACTOR'S INFORMATION**


QVL Contractor's Name: CORWIN MOTORS OF SPRINGFIELD

QVL Contractor's Address: 3306 EAST KENNEDY ST, SPRINGFIELD, MO 65803

QVL Contractor's Point of Contact: STEVE FORRESTER

QVL Contractor's Point of Contact's Phone Number: 417-350-5083

QVL Contractor's Point of Contact's Email Address: SFORRESTER@CORWINAUTO.COM

Signature of QVL Contractor's Point of Contact: 



Bulls Street

## 2 DODGE 0 DURANGO HEMI ORANGE AWD 2

FCA US LLC

For more information visit: [www.dodge.com](http://www.dodge.com)  
or call 1-800-4ADODGE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$53,595

**DODGE DURANGO R/T AWD**  
Exterior Color: Diamond Black Clear-Coat Exterior Paint  
Interior Color: Black Interior Color  
Interior: Leather-Trimmed Bucket Seats with Logo  
Engine: 5.7L V-8 HEMI Automatic 8-Speed Transmission  
Transmission: 8-Speed Automatic 8-Speed Transmission  
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

### FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags  
Supplemental Side Curtain Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
Driver Inflatable Knee-Bolster Air Bag  
Heavy-Duty 4-Wheel Anti-Lock Disc Brakes  
Rear Load-Leveling Suspension  
ParkView® Rear Back-Up Camera  
ParkSense® Front and Rear Park-Assist with Stop  
Blind-Spot and Cross-Path Detection  
Performance Steering  
Sport Suspension  
Sport Mode  
Power Liftgate  
Remote-Start System  
Front Door Passive Entry and Lock  
Push-Button Start  
Rear Seat Reminder Alert  
Security Alarm  
Rain-Sensitive Windshield Wipers

### INTERIOR FEATURES

SiriusXM Guardian™ Connected Service w/Trial Period  
SiriusXM® with 6-Month Radio Sub Call 800-643-2112  
SiriusXM® with 360L  
Uconnect® 5 Nav with 10.1-Inch Touch Screen Display  
10.1-Inch Touchscreen Display  
Dodge Performance Pages  
Apple CarPlay®  
Google Android Auto™  
Global Telematics Box Module (TBM)  
4G LTE Wi-Fi Hot Spot  
Connected Travel and Traffic Services  
Wireless Charging-Pad  
Heated Front Seats  
Heated Second-Row Seats  
Heated Steering Wheel  
Steering-Wheel-Mounted Paddle Shifters  
Pwr 8-Way Driver Seat with Memory & 6-Way Pass Seat  
Power Driver / Passenger 4-Way Lumbar Adjust

### EXTERIOR FEATURES

LED Aux Low Beam and Turn Signal  
Bi-Function LED Projector Headlamps  
Premium LED Fog Lamps  
20-Inch x 8.0-Inch Fine-Silver Wheels  
265/50R20 BSW All-Season LRR Tires  
Performance Hood  
Full-Size Spare Tire  
Dual Rear Exhaust w/ Bright Tips  
Capless Fuel-Fill

### OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 22F \$1,995  
Leather-Trimmed Bucket Seats with Logo  
Orange Sport Package  
Ventilated Front Seats  
2nd-Row Fold and Tumble Captain Chairs  
6-Passenger Seating  
Premium Instrument Panel  
Midnight Metallic Gray Badge  
Orange Accent Stitching  
20-Inch x 8.0-Inch Black Noise Aluminum Wheels  
Power Sunroof  
Stripe Delete \$1,295

### Destination Charge

\$1,595

**TOTAL PRICE: \* \$58,480**

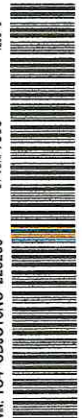
### WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.  
3-year or 36,000-mile Basic Limited Warranty.  
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 Year/60,000 Mile  
POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A.  
VIN: 1C4SDJCT6NC-228230 14-YON 7599

SHIP TO: 1203-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.  
\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

EPA DOT

### Fuel Economy and Environment



Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models.

**17 MPG**

14 22  
city highway  
combined city/hwy

5.9 gallons per 100 miles

**You spend**

**\$5,500**

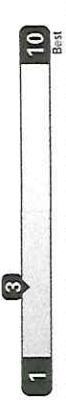
in fuel costs  
over 5 years  
compared to the  
average new vehicle.

### Annual fuel Cost

**\$2,400**

### Fuel Economy & Greenhouse Gas Rating

(tailpipe only)



(tailpipe only)

This vehicle emits 533 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).



Smog Rating

(tailpipe only)

This vehicle emits 533 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).



[fuelconomy.gov](http://fuelconomy.gov)

Calculate personalized estimates and compare vehicles

### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 71%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO: 19%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:

DETROIT, MICHIGAN, U.S.A.

COUNTRY OF ORIGIN:

ENGINE: MEXICO

TRANSMISSION: GERMANY



**VEHICLE PROTECTION**  
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

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

**A RESOLUTION** authorizing the County Executive to execute a Management Agreement with the Downtown Community Improvement District for the furnishing of maintenance and safety-related services at the Oppenstein Brothers Memorial Park in the Central Business District Loop of downtown Kansas City, MO, at an annual cost to the County not to exceed \$75,000.00.

**RESOLUTION NO. 21232**, April 17, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, since 2003, the Legislature has authorized a succession of Management Agreements with the Downtown Community Improvement District (DCID) for the furnishing of maintenance and safety-related services at the County's properties located in the Central Business District loop of downtown Kansas City, MO, including Oppenstein Brothers Memorial Park; and,

WHEREAS, the Director of Jackson County Parks+Rec recommends execution of the new successor Management Agreement with the DCID for this purpose; and,

WHEREAS, under this successor Agreement the DCID will continue to manage and operate, on behalf of the County, properties located in the Central Business District loop of Kansas City, MO, including Oppenstein Brothers Memorial Park; and,

WHEREAS, services to be provided by the DCID include day-to-day maintenance of the park, grounds cleaning, mowing, snow removal, landscaping, and safety patrol operations; and,



WHEREAS, the annual cost of the Agreement will be \$75,000.00, which is the same annual cost that the County has been paying most recently; and,

WHEREAS, the Agreement will be renewable for up to four additional years; and,

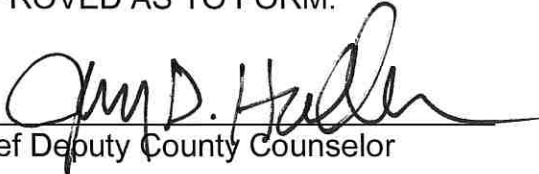
WHEREAS, the execution of this Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and is hereby authorized to execute the Agreement on behalf of the County; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the agreement, to the extent that sufficient appropriations are included in the then current 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. 21232 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 003 1607 56732  
ACCOUNT TITLE: Park Fund  
Oppenstein Park  
Landscaping/Mowing Services  
NOT TO EXCEED: \$75,000.00

4/6/2023  
Date

  
Chief Administrative Officer

## Request for Legislative Action

Res. #21232  
Sponsor: Charlie Franklin  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21232     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

A RESOLUTION authorizing the Director of Jackson County Parks + Rec to execute a Management Agreement with the Downtown Community Improvement District for the furnishing of maintenance and safety-related services at the County's Oppenstein Brothers Memorial Park in the Central Business District loop of downtown Kansas City, MO, at an annual cost to the County in the amount of \$75,000.00.

### Request Summary

Since 2003 Jackson County has partnered with the Downtown Community Improvement District for management and maintenance services at the County's Oppenstein Brothers Memorial Park located at 1123 Walnut Street in Kansas City. Under the Agreement, the DCID is responsible for day-to-day maintenance and security at the park, including trash removal, basic repairs, vegetation maintenance, the placing of tables and chairs for patron use, and providing Park Ambassadors and security personal to assist park patrons. Funding for the Agreement is included in the Parks Department's 2023 Budget within account line 003-1607-56732. Expenditures made under this Agreement are consistent with Jackson County Code Section 1030.7, purchases from Tax Exempt Organizations and Agencies.

### Contact Information

|                    |                                 |                        |                           |
|--------------------|---------------------------------|------------------------|---------------------------|
| <b>Department:</b> | Parks + Rec                     | <b>Submitted Date:</b> | 3/27/2023                 |
| <b>Name:</b>       | Brian Nowotny                   | <b>Email:</b>          | bpnnowotny@jacksongov.org |
| <b>Title:</b>      | Deputy Director Park Operations | <b>Phone:</b>          | 816-503-4803              |

### Budget Information

|                                                         |          |
|---------------------------------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | \$75,000 |
| Amount previously authorized this fiscal year:          | \$ 0     |
| Total amount authorized after this legislative action:  | \$75,000 |
| Is it transferring fund?                                | No       |
| <b>Single Source Funding:</b>                           |          |

## Request for Legislative Action

|                 |                        |                                        |          |
|-----------------|------------------------|----------------------------------------|----------|
| Fund:           | Department:            | Line Item Account:                     | Amount:  |
| 003 (Park Fund) | 1607 (Oppenstein Park) | 56732<br>(Landscaping/Mowing Services) | \$75,000 |

### Prior Legislation

#### Prior Ordinances

|            |                 |
|------------|-----------------|
| Ordinance: | Ordinance date: |
|            |                 |

#### Prior Resolution

|             |                    |
|-------------|--------------------|
| Resolution: | Resolution date:   |
| 20497       | September 21, 2020 |

### Purchasing

|                                                                                            |                |
|--------------------------------------------------------------------------------------------|----------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes            |
| Chapter 10 Justification:                                                                  | Other          |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable |
| Certificate of Foreign Corporation Received:                                               | Not Applicable |
| Have all required attachments been included in this RLA?                                   | Yes            |

### Compliance

#### Certificate of Compliance

In Compliance

#### Minority, Women and Veteran Owned Business Program

Goals Not Applicable for following reason: not bid

MBE: .00%

WBE: .00%

VBE: .00%

#### Prevailing Wage

Not Applicable

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Brian Nowotny on 3/27/2023. Comments:

Approved by Department Approver Michele Newman on 3/27/2023 2:39:50 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 3/28/2023 9:02:41 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/30/2023 10:01:49 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 3/30/2023 12:19:33 PM. Comments:

Approved by Executive Office Approver Lisa Honn on 3/30/2023 1:36:33 PM. Comments: Approving on behalf Troy Schulte, due to technical error.

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:10:49 PM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: March 30, 2023

RES # 21232  
eRLA ID #: 848

[illegible]

David Moyer  
Budget Office

# **PARK MANAGEMENT AGREEMENT**

**for**

## **OPPENSTEIN BROTHERS MEMORIAL PARK**

THIS PROPERTY MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2023, by and between Jackson County, Missouri, (the “Owner”), and the Downtown Community Improvement District, (the “Manager”).

**WITNESSETH:**

WHEREAS, the Owner is the owner of certain real property commonly known as Oppenstein Brothers Memorial Park located in the City of Kansas City, County of Jackson, State of Missouri (the “Property”) described as a public park; and

WHEREAS, the Owner desires to engage the Manager to manage and operate the Property, and the Manager desires to render such management services to the Owner, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of \$75,000 annual payment, subject to appropriation, from Owner to Manager and agreements set forth below, Owner and Manager agree as follows:

### **1. Engagement of Manager, Term**

Owner engages Manager and Manager agrees to serve as, the sole and exclusive Manager in connection with the Property for the period of three (3) years commencing on the date of full execution of this agreement and upon the terms and conditions hereinafter set forth below.

### **2. Duties**

Manager shall provide the following services with regard to the Property:

#### **(a) Maintenance**

1. Supervise and direct the maintenance operation of the Property on behalf of Owner and for Owner, in an efficient and satisfactory manner and to the best of its abilities.
2. Sweep the Property four (4) times each day.
3. Remove trash, debris, including vegetative debris, or any other matter each day.
4. Promptly remove graffiti from any park surface each day.
5. Power wash the Property as needed.
6. Promptly report any repairs needed of capital equipment (water lines, lighting, park benches, trash cans, etc.) to Owner.



7. Provide all turf/vegetation maintenance each year of the Agreement from the months of March through October. This maintenance will include all mowing, trimming, edging, fertilizing, shrub and low tree trimming, and herbicide/pesticide application. The Manager will be given, by the Owner, an application schedule for all lawn chemicals and a minimum of four hours of training and instructions as needed.
8. Provide all maintenance, repair and replacement (if desired) to any permanent or temporary structures that were installed by the Manager, with the approval of the Owner.
9. Place all tables and chairs out each morning and remove each night.
10. Remove snow and ice from grounds when needed to provide, at a minimum, a four (4') wide cleared pathway through the Property. Appropriately treat surfaces after clearing.

**(b) Safety**

1. Supervise and direct the safety operation of the Property on behalf and for the Owner, in an efficient and satisfactory manner and to the best of its abilities:
2. Patrol the Property four (4) times each day and respond to calls for service.
3. Station a Safety Ambassador, or an off-duty police officer as needed, in the park during the hours of 11:30 AM to 1:30 PM and during the evening and night time hours until the park closes.
4. Coordinate communications with the Kansas City Police Department.
5. Distribute service information with the CID kiosk as needed.
6. Distribute homeless service cards as needed and facilitate the removal of any illegal camping on the Property.

**(c) Programs**

1. Request (through the Owner's Special Use Permit Application Process) the use of the Property for all special events at least thirty-days in advance of the event.
2. Apply for all required permits identified through the Special Use Permit Application process.
3. Coordinate fundraising efforts for festivals, events and art installations.

**(d) Property Improvements**

1. Develop and implement an annual Property Improvement Plan in consultation with the Owner.
2. For 2023 the Plan shall include the installation of synthetic turf in the mutually agreed upon areas on the north and east sides of the Property.

### **3. Insurance**

(a) Manager shall take out and keep in force during the term of this Agreement, at its own cost and expense, commercial general public liability with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (both general and products-completed operations), to protect the Owner against any liability to persons or property incident to Manager's use of or resulting from any accident occurring in or about the Property that shall be due to, arise out of, result from, or in any way connected to the use or occupancy of the Property by the Manager or any other party acting by or through Manager.

(b) The policy of insurance required under Subsection (a) above shall be primary and noncontributory, shall be issued by an insurance company licensed to do business in Missouri, shall name the Owner as additional insured, and shall provide that the policy cannot be canceled or not renewed without first giving thirty (30) days written notice of such to the Owner. The Manager shall furnish to the Owner, on an annual basis, evidence reasonably satisfactory to the Owner that the insurance required herein is in full force and effect.

### **4. Notice**

Any notice, request, instruction or other communication to be given to either party hereunder shall be in writing and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by facsimile number indicated below follow with mailing by regular United States mail; (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Parcel Service or other overnight courier service; or (c) deposited in the United State mail, sent by certified mail, return receipt requested, and such notices are addressed to:

### **5. Termination**

This Agreement can be terminated by either party by providing 120 days' written notice. In the event that the Manager terminates the agreement, any yearly service's fees that have been paid in advance will be refunded to the Owner at a monthly pro-rated amount.

### **6. Financial Responsibility.**

Manager shall be solely responsible for all costs associated with daily maintenance, operation, security, programming, and improvement of the Property during the term of this Agreement and any extensions thereof.

1. Payments by Owner to Manager. Subject to appropriation, Owner agrees to pay Manager the total amount of \$75,000 for the first year of this Agreement, in one installment upon execution of this Agreement, and an additional \$75,000 per year for the remaining two years of the agreement, subject to the performance of all terms and conditions by the Association.

2. Conditions for Payments. Funding for 2023, and any future years, shall be subject to annual budget approval by County. For each year of appropriation, Manager shall prepare and submit to Owner a budget outlining anticipated expenditures.

**7. Independent Contractor**

The Manager shall work as an independent contractor and not as an employee of the County. The Manager shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result.

**8. Severability**

If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision 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 as expressed herein.

**9. Incorporation**

This Agreement incorporates the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, THE PARTIES HAVE EXECUTED THIS Agreement as of the date and year first above written.

OWNER: JACKSON COUNTY PARKS + REC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MANAGER: DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**A RESOLUTION** transferring \$21,000.00 within the 2023 Anti-Crime Sales Tax Fund to cover the costs of temporary office administrative services for use by the COMBAT staff.

**RESOLUTION NO. 21233**, April 17, 2023

**INTRODUCED BY** Donna Peyton, County Legislator

WHEREAS, a transfer is needed to cover costs for temporary office administrative services for use by the COMBAT staff during the period of March 27, 2023, through July 30, 2023, through the use of an existing County term and supply vendor; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

| <b><u>DEPARTMENT/DIVISION</u></b> | <b><u>CHARACTER/DESCRIPTION</u></b> | <b><u>FROM</u></b> | <b><u>TO</u></b> |
|-----------------------------------|-------------------------------------|--------------------|------------------|
| Anti-Crime Sales Tax Fund         |                                     |                    |                  |
| COMBAT Administration             |                                     |                    |                  |
| 008-4401                          | 55010- Regular Salaries             | \$21,000           |                  |
| 008-4401                          | 56085- Temp Agency Services         |                    | \$21,000         |

Effective Date: This Resolution shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21233 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 008 4401 55010  
Anti-Crime Sales Tax Fund  
ACCOUNT TITLE: Regular Salaries  
Temp Agency Services  
NOT TO EXCEED: \$21,000.00

4/6/2023  
Date

  
Chief Administrative Officer

## Request for Legislative Action

Res. #21233

Sponsor: Donna Peyton

Date: April 17, 2023

### Completed by County Counselor's Office

|                   |              |                           |           |
|-------------------|--------------|---------------------------|-----------|
| Action Requested: | Resolution   | Res.Ord No.:              | 21233     |
| Sponsor(s):       | Donna Peyton | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize', 'Transfer']

**Project/Title:**

Transferring \$21,000 within the COMBAT's 2023 Dept. 4401 budget to cover costs for temporary office administration services.

### Request Summary

The COMBAT Department requests the transfer of funds to cover temporary administrative services for the period of March 27 through July 30, 2023.

The vendor, AtWork Personnel, is a current county Term & Supply vendor. It is requested that \$21,000 be transferred from Regular Salaries (55010) to the current budgeted Temp. Agency Services (56085).

### Contact Information

|                    |                    |                        |                         |
|--------------------|--------------------|------------------------|-------------------------|
| <b>Department:</b> | COMBAT             | <b>Submitted Date:</b> | 3/30/2023               |
| <b>Name:</b>       | Keron E. Hopkins   | <b>Email:</b>          | KHopkins@jacksongov.org |
| <b>Title:</b>      | Budget Coordinator | <b>Phone:</b>          | 816-881-1415            |

### Budget Information

|                                                         |                              |                              |          |
|---------------------------------------------------------|------------------------------|------------------------------|----------|
| Amount authorized by this legislation this fiscal year: |                              |                              | \$21,000 |
| Amount previously authorized this fiscal year:          |                              |                              | \$ 0     |
| Total amount authorized after this legislative action:  |                              |                              | \$21,000 |
| Is it transferring fund?                                |                              |                              | Yes      |
| Transferring Fund From:                                 |                              |                              |          |
| Fund:                                                   | Department:                  | Line Item Account:           | Amount:  |
| 008 (Anti-Crime Sales Tax Fund)                         | 4401 (COMBAT Administration) | 55010 (Regular Salaries)     | \$21,000 |
| Transferring Fund To:                                   |                              |                              |          |
| Fund:                                                   | Department:                  | Line Item Account:           | Amount:  |
| 008 (Anti-Crime Sales Tax Fund)                         | 4401 (COMBAT Administration) | 56085 (Temp Agency Services) | \$21,000 |

## Request for Legislative Action

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| <b>Purchasing</b>                                                                          |    |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification:                                                                  |    |
| Core 4 Tax Clearance Completed:                                                            |    |
| Certificate of Foreign Corporation Received:                                               |    |
| Have all required attachments been included in this RLA?                                   |    |

|                                                                        |      |
|------------------------------------------------------------------------|------|
| <b>Compliance</b>                                                      |      |
| <b>Certificate of Compliance</b>                                       |      |
| In Compliance                                                          |      |
| <b>Minority, Women and Veteran Owned Business Program</b>              |      |
| Goals Not Applicable for following reason: Transfer not spending money |      |
| MBE:                                                                   | .00% |
| WBE:                                                                   | .00% |
| VBE:                                                                   | .00% |
| <b>Prevailing Wage</b>                                                 |      |
| Not Applicable                                                         |      |

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



## Request for Legislative Action

### History

Submitted by COMBAT requestor: Keron E. Hopkins on 3/30/2023. Comments:

Approved by Department Approver Lisa Honn on 3/30/2023 2:16:46 PM. Comments: Approving for Vince Ortega due to technical error.

Not applicable by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:35:07 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 12:38:29 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/3/2023 9:50:04 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 4/3/2023 11:49:33 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:11:49 PM. Comments:

### Fiscal Note:

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

PC#

Date: April 3, 2023

RES # 21233  
eRLA ID #: 856

[illegible]

David Moyer  
Budget Office

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

**A RESOLUTION** awarding a contract for the purchase of one utility vehicle for use by the Parks + Rec Department to Clark Equipment of West Fargo, ND, under the terms and conditions of Missouri NASPO GME E194-81037, an existing competitively bid government contract, at an actual cost to the County in the amount of \$15,107.00.

**RESOLUTION NO. 21234**, April 17, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department desires to purchase a utility vehicle to meet departmental needs; and,

WHEREAS, the Directors of Parks + Rec and Finance and Purchasing recommend the award of a contract for the furnishing of this equipment to Clark Equipment of West Fargo, ND, under the terms and conditions of NASPO GME E194-81037, an existing competitively bid government contract, at an actual cost to the County in the amount of \$15,107.00; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing recommends award under the existing government contract for the reason that this will allow the County to take advantage of discounts offered to larger entities; now therefore,

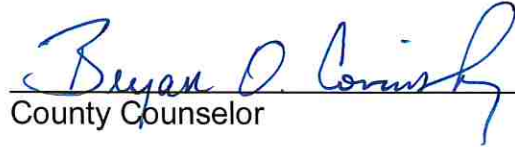
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the award be made under the existing competitively bid government contract as recommended by the Directors of Parks + Rec and Finance and Purchasing and that the Director of Finance and Purchasing be and hereby is authorized to 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 be and hereby 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. 21234 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 003 1010 58110  
ACCOUNT TITLE: Park Fund  
Parks - Fleet Replacement  
Heavy Machinery & Equipment  
NOT TO EXCEED: \$15,107.00

4/6/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #21234  
Sponsor: Charlie Franklin  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21234     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Authorizing the purchase of one (1) UV34 Bobcat Gas Utility Vehicle for \$15,107. This piece of equipment will be purchased from Clark Equipment, under the terms and conditions of NASPO GME E194-81037, an existing competitively bid government contract. This Contract offers an 18% discount which is reflected on the Bobcat Quotation MMB-03048.

### Request Summary

Pursuant to Section 1030.4 of the Jackson County Code, Parks + Rec and the Purchasing Department recommend the purchase of one (1) Bobcat UV34 Gas Utility Vehicle at a cost of \$15,107. The Gas Utility Vehicle will be purchased from Clark Equipment under the terms and conditions of the NASPO Ground Maintenance Equipment Contract E194-81037, an existing competitively bid contract. This utility vehicle will be used in rough terrain and in unimproved trail areas within the park system by our Natural Resources work group to perform environmental surveys, treat and/or remove invasive species, and other activities associated with properly maintaining the largely unimproved areas of the 21,000 acre park system.

Funding is available within the Department's approved 2023 Budget, Account 1010-003-58110 for this purchase. The cited NASPO GME Contract and quotes are attached for review and reference.

### Contact Information

|                    |                        |                        |                          |
|--------------------|------------------------|------------------------|--------------------------|
| <b>Department:</b> | Parks + Rec            | <b>Submitted Date:</b> | 3/30/2023                |
| <b>Name:</b>       | Brian Nowotny          | <b>Email:</b>          | BPNowotny@jacksongov.org |
| <b>Title:</b>      | Deputy Director, Parks | <b>Phone:</b>          | 816-503-4803             |

### Budget Information

|                                                         |          |
|---------------------------------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | \$15,107 |
| Amount previously authorized this fiscal year:          | \$ 0     |
| Total amount authorized after this legislative action:  | \$15,107 |
| Is it transferring fund?                                | No       |
| <b>Single Source Funding:</b>                           |          |

## Request for Legislative Action

|                 |                                  |                                     |          |
|-----------------|----------------------------------|-------------------------------------|----------|
| Fund:           | Department:                      | Line Item Account:                  | Amount:  |
| 003 (Park Fund) | 1010 (Parks - Fleet Replacement) | 58110 (Heavy Machinery & Equipment) | \$15,107 |

### Prior Legislation

#### Prior Ordinances

|            |                 |
|------------|-----------------|
| Ordinance: | Ordinance date: |
|            |                 |

#### Prior Resolution

|             |                  |
|-------------|------------------|
| Resolution: | Resolution date: |
|             |                  |

### Purchasing

|                                                                                            |                      |
|--------------------------------------------------------------------------------------------|----------------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes                  |
| Chapter 10 Justification:                                                                  | Fixed Price Contract |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable       |
| Certificate of Foreign Corporation Received:                                               | Not Applicable       |
| Have all required attachments been included in this RLA?                                   | Yes                  |

### Compliance

#### Certificate of Compliance

In Compliance

#### Minority, Women and Veteran Owned Business Program

Goals Not Applicable for following reason: Contract is with another government agency

MBE: .00%

WBE: .00%

VBE: .00%

#### Prevailing Wage

Not Applicable

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Brian Nowotny on 3/30/2023. Comments:

Approved by Department Approver Michele Newman on 3/30/2023 3:58:58 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:46:03 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 12:41:37 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/3/2023 9:51:19 AM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 4/3/2023 12:02:17 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:12:42 PM. Comments:



### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: April 3, 2023

RES # 21234  
eRLA ID #: 858

| <u>Org Code</u> | <u>Description</u>        | <u>Object Code</u> | <u>Description</u>          | <u>Not to Exceed</u> |
|-----------------|---------------------------|--------------------|-----------------------------|----------------------|
| <b>003</b>      | <b>Park Fund</b>          |                    |                             |                      |
| 1010            | Parks - Fleet Replacement | 58110              | Heavy Machinery & Equipment | \$ 15,107            |
|                 |                           |                    |                             |                      |
|                 |                           |                    |                             |                      |
|                 |                           |                    |                             |                      |
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|                 |                           |                    |                             |                      |
|                 |                           |                    |                             |                      |
|                 |                           |                    |                             |                      |
|                 |                           |                    |                             | \$ 15,107            |

David Moyer  
Budget Office



UV34 (MY22)  
Bobcat Utility Vehicle



Standard Equipment

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engine                | <ul style="list-style-type: none"> <li>- Liquid Cooled Engines</li> <li>- Engine protection Oil pressure &amp; Water Temp</li> <li>- Pressurized Oil System w/ spin on filter</li> <li>- High Capacity Air Filter</li> </ul>                                                                                                                                                                                                                                        | Tires & Wheels    | <ul style="list-style-type: none"> <li>- Industrial All-Terrain Non-Directional 8-ply</li> <li>- Front/Rear; 26x10-12</li> <li>- Front/Rear; Orange Steel Rim 12x6</li> </ul>                                                                                                                                                                                                   |
| Drive System          | <ul style="list-style-type: none"> <li>- CVT (Continuous Variable Transmission)</li> <li>- Sealed CVT w/remote intake and exhaust</li> <li>- Transmission 2 Forward &amp; 1 Reverse Range</li> <li>- Integrated In-Transmission Vehicle Park</li> <li>- 4 Wheel Hydraulic Disc Brakes w/ dual-bore front calipers</li> <li>- CV Joints on Drive and Half Shafts</li> <li>- CV Guards, Front</li> <li>- Drive Modes (All-wheel, 2-Lock Diff, 1-Open Diff)</li> </ul> | Electrical        | <ul style="list-style-type: none"> <li>- Headlights; High &amp; Low Beams 4 @ 35 Watts</li> <li>- LED Rear Marker &amp; Brake Lights</li> <li>- High output electrical systems</li> <li>- 575 CCA Battery</li> <li>- 6 Position Power Bar for Accessories</li> </ul>                                                                                                            |
| Steering & Suspension | <ul style="list-style-type: none"> <li>- Front &amp; Rear Independent, Dual A-Arm</li> <li>- 4 Coil Over Shocks w/Adjustable Spring Preloads</li> <li>- Rack &amp; Pinion w/Electric Power Steering</li> <li>- Tilt Steering</li> </ul>                                                                                                                                                                                                                             | Instrumentation   | <ul style="list-style-type: none"> <li>- LCD Display w/Color Select</li> <li>- Digital Display of Speedo, Tachometer, Engine Temp, Volts, Trip &amp; Hour Meter, Clock, 4-Wheel Drive Mode, Service Reminder, Service Codes, and Gear Position</li> <li>- Indicator Lights; Glow Plugs, Seatbelts, High Beam, Check Engine, Low Oil Pressure, &amp; High Engine Temp</li> </ul> |
| Operator Comfort      | <ul style="list-style-type: none"> <li>- 3 Occupant Bench Seating (40/60 Split)</li> <li>- 3-PT Seat Belts w/Shoulder Comfort Strap</li> <li>- 12v Power Ports</li> <li>- USB Charging Ports &amp; Battery Charging Port</li> <li>- Beverage holders (6)</li> <li>- Storage; Upper Dash, Lower Dash, &amp; Underscat</li> <li>- Sealed Glove Box Storage</li> </ul>                                                                                                 | Frame & Cargo Box | <ul style="list-style-type: none"> <li>- ROPS (Roll Over Protective Structure)</li> <li>- Profiled ROPS Structure; Field Cab Ready</li> <li>- Chassis Skid Plates</li> <li>- 2" Rear Receiver</li> <li>- Composite Cargo Box w/ Cylinder Lift Assist</li> <li>- Single Latch Tailgate</li> </ul>                                                                                |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Warranty          | <ul style="list-style-type: none"> <li>- 1 Year/ 1000 HRS</li> </ul>                                                                                                                                                                                                                                                                                                            |

QUICK SPECS

|                                                             | Diesel             | Gas                       |
|-------------------------------------------------------------|--------------------|---------------------------|
| Engine Displacement                                         | 989 cc             | 999 cc                    |
| Horsepower                                                  | 23.5 HP            | 40 hp                     |
| Fuel Delivery                                               | Indirect Injection | Electronic Fuel Injection |
| Travel Speed Forward (High/Low)                             | 35 MPH/16 MPH      | 35 MPH/25 MPH             |
| Vehicle Speed Setting Factory (w/Speed Kits)                | 35 MPH (25, & 15)  | 15-35 MPH (40)            |
| Shipping Weight                                             | 1695 lbs           | 1665 lbs                  |
| Vehicle Dimensions (Length x Width x Height)                | 123x62x76 in.      | 123x62x76 in.             |
| Turning Radius                                              | 9.2 ft.            | 9.2 ft.                   |
| Ground Clearance                                            | 11.7 in.           | 11.7 in.                  |
| Fuel Capacity                                               | 11.5 gal           | 11.5 gal                  |
| Cargo Box Volume                                            | 15.6 cubic ft.     | 15.6 cubic ft.            |
| Cargo Box Inside Dimensions (LxWxH)                         | 43.5x54x11.5 in.   | 43.5x54x11.5 in.          |
| Cargo Box Load Height                                       | 38 in.             | 38 in.                    |
| Vehicle Rated Capacity                                      |                    |                           |
| - Combined weight of passengers, cargo box, and accessories | 1900 lbs           | 1900 lbs                  |
| - Towing Capacity                                           | 2500 lbs           | 2500 lbs                  |
| - Tongue Weight                                             | 250 lbs            | 250 lbs                   |
| - Cargo Box Capacity                                        | 1250 lbs           | 1250 lbs                  |

| Part Number | Description                                         | Utility Vehicle | MSRP        | Discount | Assembly | Discounted Price |
|-------------|-----------------------------------------------------|-----------------|-------------|----------|----------|------------------|
| M1503       | UV34 Gas Base Package EPS (Power Steering Equipped) |                 | \$16,923.00 | 18.0%    | \$0.00   | \$13,876.86      |

| Part Number   | Description                                                                                                                                            | Factory Installed Cab & Heat | MSRP       | Discount | Assembly | Discounted Price |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------|----------|----------|------------------|
| M1503-P01-C03 | UV34 Gas Cab & Heat Package.....<br>Model MY22 UV34                                                                                                    |                              | \$7,375.30 | 18.0%    | \$0.00   | \$6,047.75       |
|               | Factory installation of premium sport roof, poly rear window, fixed glass front window, premium doors, windshield wipers, and deluxe heater w/defrost. |                              |            |          |          |                  |

| Description                                  | UV 34 PARTS | MSRP     | Discount | Assembly | Discounted Price |
|----------------------------------------------|-------------|----------|----------|----------|------------------|
| UV34 GAS ROOF SPORT-STD.....                 |             | \$474.43 | 0%       | \$41.25  | \$474.23         |
| UV34 GAS PROTECTION - FRONT BRUSH GUARD..... |             | \$631.63 | 0%       | \$82.50  | \$631.63         |



# Bobcat

## Product Quotation

Quotation Number: MMB-03048

Date: 2023-03-28 21:24:02

| Customer Name/Address:                                                                                                                    | Bobcat Delivering Dealer                                                                                                           | ORDERS TO BE PLACED WITH:<br>Contract Holder/Manufacturer                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>JACKSON COUNTY PARKS &amp; RECREATION</b><br>22807 WOODS CHAPEL RD<br>BLUE SPRINGS, MO 64015<br>Phone: (816) 365-6436<br>Fax: 554-9749 | <b>K.C. Bobcat, Blue Springs, MO</b><br>1450 SE US 40 HWY<br>BLUE SPRINGS MO 64014<br>Phone: (816) 229-4006<br>Fax: (816) 229-7631 | <b>Clark Equipment Company</b><br>dba Bobcat Company<br>250 E Beaton Dr<br>West Fargo, ND 58078<br>Phone: 701-241-8719<br>Fax: 855-608-0681<br>Contact: Heather Messmer<br>Heather.Messmer@doosan.com |

### Description

#### UV34 Gas Utility Vehicle

##### Engine

- Liquid Cooled Engine
- 40 HP Gas EFI Engine
- Pressurized Oiling System with Spin On Filter
- Engine Protection Oil Pressure & Water Temp
- High Capacity Air Filter
- 49 State Emission Compliant

##### Drive System

- CVT (Continuous Variable Transmission)
- Sealed CVT Cover w/remote intake & exhaust
- Four Wheel Drive 3 Drive Modes
- Forward Travel, Two Range (H/L)
- Integrated In-Transmission Park (P)
- Brakes - 4 Wheel, Hydraulic Disc with Dual-Bore

##### Front Calipers

- CV Guard, Front
- Shaft Drive with CV Joints

##### Suspension & Steering

- Front - Independent, Dual A Arm
- Rear - Independent, Dual A Arm
- Adjustable Front and Rear Coil Over Shocks
- Rack & Pinion
- Electric Power Steering Assist
- Tilt Steering Column

**Part No**  
**M1503**

**Qty**  
**1**

**Price Ea.**  
**\$13,876.86**

**Total**  
**\$13,876.86**

##### Operator Compartment

- Beverage Holder (4)
- 60/40 Split Bench Seats (3 Occupants)
- Under Seat, Upper & Lower Dash Storage
- Sealed Glove Box Storage
- 3 Seat Belts with 3 Point Restraint

##### Tires

- All Terrain Industrial (8 ply)
- Front/Rear, 26x10 12

##### Wheels

- Front/Rear, 12x6 Orange Steel Rim

##### Electrical

- Headlights, High & Low Beams 4-35 Watts
- LED Tail & Brake Lights
- 6 Outlet Accessory Pwr Bar
- 75 Amp/900W Stator
- 575 CCA Battery

##### Instrumentation Panel

- Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure

(Diesel only), Engine Temp High, Service Power Steering and Service Engine.

- LCD Display: Speedo, Engine Temp, Engine RPM, Volt,

Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.

##### Cargo Box and Frame

- Composite Cargo Box w/ Cylinder Lift Assist
- Quick Latch Tailgate w/ Single Latch
- Integrated Box Accessory System
- Rear Receiver Hitch - 2 in.
- Full Chassis Skid Plates
- ROPS (Roller Over Protective Structure)

##### Warranty

- 1 year/1000 hours

**Roof - Sport Std**  
**Protection - Front Brush Guard**

**7340670**  
**7219854**

**1**  
**1**

**\$474.43**  
**\$631.63**

**\$474.43**  
**\$631.63**

|                          |             |
|--------------------------|-------------|
| Total of Items Quoted    | \$14,982.92 |
| Dealer Assembly Charges  | \$123.75    |
| Quote Total - US dollars | \$15,106.67 |

Notes:

*\*Prices per the Missouri NASPO GME - E194-81037*

*\*Terms Net 60 Days. Credit cards accepted.*

*\*FOB Destination*

*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

*\*TID# 38-0425350*

*\*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

*\*Quote valid for 30 days*

## ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
PRINT NAME AND TITLE\_\_\_\_\_  
PURCHASE ORDER NUMBER

DELIVERY ADDRESS: \_\_\_\_\_

BILLING ADDRESS (if different than Ship To): \_\_\_\_\_

TAX EXEMPT? \_\_\_\_\_ YES \_\_\_\_\_ NO

Exempt in the State of \_\_\_\_\_

Tax Exempt ID: \_\_\_\_\_

FEDERAL - \_\_\_\_\_

STATE - \_\_\_\_\_

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



## GROUND MAINTENANCE EQUIPMENT

NON-MANDATORY FOR STATE AGENCIES  
AVAILABLE TO POLITICAL SUBDIVISIONS

NASPO ValuePoint leverages the buying power of all 50 states to offer exceptional pricing for participating states and their political subdivisions. Alaska is an active member of NASPO ValuePoint. To use a contract, the state must sign a Participating Addendum (PA).

**Notice to all State Agencies:** Please notify DOT prior to purchase of heavy-duty equipment from these contracts.

All discounts listed are the minimum discounts allowed. Ordering Agency may try to negotiate higher discounts for bulk orders.

The five product categories offered on this portfolio are:

- Category 1: Tractors (Heavy Duty and Compact)
- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 3: Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)
- Category 5: Turf Maintenance (Towed and Ground Driven)

The State of Alaska has signed PA's with the vendors listed below as non-mandatory contracts for Ground Maintenance Equipment.

The original solicitation and contract terms and conditions for these contracts can be found at the NASPO ValuePoint [website](#).

**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

**Master Agreement #:** E194-81037-BC

**Contractor:** Bobcat Company

**Participating Entity:** State of Missouri

The Contractor shall provide Ground Maintenance Equipment to the Participating Entity as set forth in the Master Agreement for the following category:

- Category 1: Tractors (heavy duty and compact)
- Category 3: Off Road Utility Vehicles

The following categories of products or services are not included in this agreement:

- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)
- Category 5: Turf Maintenance (Towed and Ground Driven)

**Master Agreement Terms and Conditions:**

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Participating Entity's State. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.
3. **Term:** The initial term of the Master Agreement shall be for three years and is effective from February 28, 2020 through February 27, 2023, with two optional additional one-year renewals. The term of this Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.
4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.

**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

6. Primary Contacts: The primary contact individuals (or their named successors) for this Participating Addendum are as follows:

Contractor

|            |                                               |
|------------|-----------------------------------------------|
| Name:      | Jesse Rheault                                 |
| Title:     | Government Account Manager                    |
| Address:   | 250 East Beaton Drive<br>West Fargo, ND 58078 |
| Telephone: | 701-241-8759                                  |
| Email:     | Jesse.rheault@doosan.com                      |

Participating Entity

|            |                                                |
|------------|------------------------------------------------|
| Name:      | Autumn Klauba, State of Missouri               |
| Title:     | Buyer                                          |
| Address:   | 301 West High Street, Jefferson City, MO 65101 |
| Telephone: | (573) 522-0001                                 |
| Email:     | Autumn.klauba@oa.mo.gov                        |

7. Participating Entity Additions to the Master Agreement: These additions apply only to actions and relationships within this Participating Addendum:

☐ No additions to the terms and conditions of the Contractor's Master Agreement are required.

☒ The following terms and conditions are added to the Contractor's Master Agreement:

State of Missouri Contract Document CC201986001

For informational purposes, the contractor is requested to complete Attachment 1 of this Participating Addendum regarding their economic impact to the State of Missouri.

8. Leasing and Financing: Procurement and other applicable laws of some Participating Entities may permit the use of leasing or alternative financing methods for the acquisition of products under the Master Agreement. The terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and the Participating Entity. When leasing or using alternative financing methods for this Participating Addendum, the Participating Entity is to follow the policy and guidelines outlined by their purchasing authority or state regulations, statutes, or any other applicable laws.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**






**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

9. Subcontractors: All dealers, resellers, or other subcontractors authorized by the Contractor, as shown on the NASPO ValuePoint website, are approved to provide sales and service support under the Master Agreement. The Contractor's use of subcontractors will be in accordance with the terms and conditions set forth in the Master Agreement.
10. Orders: Any order placed by a Participating Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**IN WITNESS, WHEREOF**, the parties have executed this Participating Addendum as of the date of execution by both parties below.

|                                                                                                  |                                                                                                   |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Participating Entity: State of Missouri                                                          | <b>Bobcat Company</b>                                                                             |
| Signature:<br> | Signature:<br> |
| Name:<br>Karen S. Boeger                                                                         | Name:<br>Jesse R. Rheault                                                                         |
| Title:<br>Director, Division of Purchasing                                                       | Title:<br>Government Account Manager                                                              |
| Date:<br>     | Date:<br>5/28/2020                                                                                |

**PLEASE NOTE:** Fully executed Participating Addendums must be submitted, via email in pdf format, to NASPO ValuePoint at: [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org)

For questions regarding NASPO ValuePoint Participating Addendums, please contact the NASPO ValuePoint Cooperative Contract Coordinators Team at: [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org)



**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**

*Led by the Commonwealth of Virginia*

**ATTACHMENT 1**

**MISSOURI ECONOMIC IMPACT**

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.  
There are thirteen independently owned Bobcat dealerships in the State of Missouri. Due to their independence, the number of employees I'm able to report is likely under-estimated, but our records, indicate that at least 315 Missouri based employees, primarily engage in retail activity or the servicing of the sold machines, may benefit from this participating addendum.
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under the agreement.  
Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. Missourians (the dealerships) will be the retail face of the contract, engaged in retail activity selling Bobcat Company products and maintaining the machines during the warranty period and after.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.  
All transactions are reported to the state via the appropriate tax documents as required.
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:  
None.
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:  
None.
6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:  
None.

Clark Equipment Company DbA Bobcat  
Company 250 East Beaton Dr.  
West Fargo, ND 58078



**Contact:** Jesse Rheault  
**Phone:** 701-630-5134  
**Email:** [Jesse.rheault@doosan.com](mailto:Jesse.rheault@doosan.com)  
**Contract #:** E194-81037-BC  
**PA#:** N-2020-GME-0004  
**IRIS MA#:** 20\*159

**Expiration Date:** 2/27/2025

**Awarded Categories:**

**Category 1:** Tractors (Heavy Duty and Compact)  
**Category 3:** Off-road Utility Vehicles

**F.O.B. Point:** All equipment shall be delivered FOB to the port of embarkation within the contiguous United States for NASPO ValuePoint Participating Entities in Alaska, for all orders equal to or greater than the minimum order of \$500 when shipped to a single, or multiple destinations. Orders for less than the minimum order will be shipped prepaid with transportation charges added to the invoice as a separate line item. Transportation charges levied by the contractor for orders equal to or greater than the minimum order when shipped to a single, or multiple destinations may be cause for removal of the Contractor from the Contract. The Contractor shall not add freight charges for partial shipments or back orders to an invoice where the original total price of an order exceeded the minimum order of \$500.

**Ground Maintenance Equipment Categories and Discounts – Bobcat Company**  
**Category 1 – Tractors (Heavy Duty and Compact)**

| Brand Name | Model                                        | NASPO - Discount off MSRP (%) |
|------------|----------------------------------------------|-------------------------------|
| Bobcat®    | <a href="#">CT1021 - Sub-Compact Tractor</a> | 20%                           |
| Bobcat®    | <a href="#">CT1025 - Sub-Compact Tractor</a> | 20%                           |
| Bobcat®    | <a href="#">CT2025 - Compact Tractor</a>     | 20%                           |
| Bobcat®    | <a href="#">CT2035 - Compact Tractor</a>     | 20%                           |
| Bobcat®    | <a href="#">CT2535 - Compact Tractor</a>     | 20%                           |
| Bobcat®    | <a href="#">CT2040 - Compact Tractor</a>     | 20%                           |
| Bobcat®    | <a href="#">CT2540 - Compact Tractor</a>     | 20%                           |

Revised: 2/11/2022

|          |                                          |     |
|----------|------------------------------------------|-----|
| Bobcat®  | <a href="#">CT4045 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT4050 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT4055 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT4058 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT5545 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT5550 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT5555 - Compact Tractor</a> | 20% |
| Bobcat®  | <a href="#">CT5558 - Compact Tractor</a> | 20% |
| Bobcat®  | Bobcat Attachments & Implements          | 24% |
| Steiner® | <a href="#">450-25 - Tractor</a>         | 20% |
| Steiner® | <a href="#">450-32 - Tractor</a>         | 20% |
| Steiner® | <a href="#">450-37 - Tractor</a>         | 20% |
| Steiner® | <a href="#">450DX-25 - Tractor</a>       | 20% |
| Steiner® | <a href="#">235 - Tractor</a>            | 20% |
| Steiner® | Steiner Attachments & Implements         | 20% |

### Category 3 - Off Road Utility Vehicles

| Brand Name | Model                                              | NASPO - Discount off MSRP (%) |
|------------|----------------------------------------------------|-------------------------------|
| Bobcat®    | <a href="#">L23 Small Articulated Loader</a>       | 20%                           |
| Bobcat®    | <a href="#">L28 Small Articulated Loader</a>       | 20%                           |
| Bobcat®    | <a href="#">Toolcat™ 5600 Utility Work Machine</a> | 20%                           |
| Bobcat®    | <a href="#">Toolcat™ 5610 Utility Work Machine</a> | 20%                           |
| Bobcat®    | <a href="#">MT55 Mini Track Loader</a>             | 20%                           |
| Bobcat®    | <a href="#">MT85 Mini Track Loader</a>             | 20%                           |
| Bobcat®    | <a href="#">MT100 Mini Track Loader</a>            | 20%                           |
| Bobcat®    | <a href="#">UV34 Diesel Utility Vehicle</a>        | 18%                           |
| Bobcat®    | <a href="#">UV34 Gas Utility Vehicle</a>           | 18%                           |
| Bobcat®    | <a href="#">UV34 XL Diesel Utility Vehicle</a>     | 18%                           |
| Bobcat®    | <a href="#">UV34 XL Gas Utility Vehicle</a>        | 18%                           |
| Bobcat®    | Bobcat Attachments                                 | 24%                           |

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

**A RESOLUTION** awarding a twelve-month term and supply contract, with one twelve-month option to extend for the furnishing of public safety supplies and equipment for use by various County departments to Galls of Lexington, KY, under the terms and conditions set forth in BuyBoard Contract No. 698-23, an existing competitively bid government contract.

**RESOLUTION NO. 21235**, April 17, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the County has a need for public safety supplies and equipment for use by various County departments; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract with one twelve-month option to extend, for the furnishing of these supplies and equipment to Galls of Lexington KY, under the terms and conditions of BuyBoard Contract No. 698-23, an existing government contract; 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 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 contract, subject to the availability of funding in the 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. 21235 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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 an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



## Request for Legislative Action

Res. 21235

Sponsor: Venessa Huskey

Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                |                           |           |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Resolution     | Res.Ord No.:              | 21235     |
| Sponsor(s):       | Venessa Huskey | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a twelve (12) month term and supply contract with one (1) twelve (12) month option to extend, for the furnishing of Public Safety and Firehouse Supplies and Equipment for various County Departments to Galls of Lexington KY, under the terms and conditions of BuyBoard Contract No. 698-23, an existing government contract.

### Request Summary

The Department of Corrections and Sheriff's Office require a Term and Supply Contract for the furnishing of Public Safety & Firehouse Supplies & Equipment. Categories under this contract include Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories, Riot Equipment/Body Armor and All Other Public Safety Products and Equipment. With the Detention Center now being part of the Sheriff's Office, they will be using the same uniforms. Galls Response to Proposal Invitation No. 698-23, the BuyBoard Award Letter, Pricing Discount Document and the using departments Estimated Spend Memos are attached.

BuyBoard was created to support and serve public schools, municipalities, county government and all types of local government agencies and nonprofits. Their goal is to provide members with competitive pricing, a trusted and transparent procurement process, reduced administrative costs and superior service.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve (12) Month Term and Supply Contract with One (1) Twelve (12) Month Option to Extend for the furnishing of Public Safety and Firehouse Supplies and Equipment for use by various County Departments to Galls of Lexington KY, under the terms and conditions of BuyBoard Contract No. 698-23, an existing government contract.

This award is made on as "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation. The annual estimated spend for use by various county departments is \$145,000.00.

The Jackson County Compliance Portal was checked, status was green/issued and showed an expiration date of 2023-12-31.

### Contact Information

## Request for Legislative Action

|                    |            |                        |                       |
|--------------------|------------|------------------------|-----------------------|
| <b>Department:</b> | Finance    | <b>Submitted Date:</b> | 3/31/2023             |
| <b>Name:</b>       | John Konon | <b>Email:</b>          | jkonon@jacksongov.org |
| <b>Title:</b>      | Buyer      | <b>Phone:</b>          | 816-881-3292          |

| Budget Information                                      |             |                    |                                   |
|---------------------------------------------------------|-------------|--------------------|-----------------------------------|
| Amount authorized by this legislation this fiscal year: |             |                    | \$ 0                              |
| Amount previously authorized this fiscal year:          |             |                    | \$ 0                              |
| Total amount authorized after this legislative action:  |             |                    | \$                                |
| Is it transferring fund?                                |             |                    | No                                |
| <b>Single Source Funding:</b>                           |             |                    |                                   |
| Fund:                                                   | Department: | Line Item Account: | Amount:                           |
|                                                         |             |                    | <b>!Unexpected End of Formula</b> |

| Prior Legislation       |                  |
|-------------------------|------------------|
| <b>Prior Ordinances</b> |                  |
| Ordinance:              | Ordinance date:  |
|                         |                  |
| <b>Prior Resolution</b> |                  |
| Resolution:             | Resolution date: |
| 20665                   | April 19, 2021   |
| 19117                   | April 4, 2016    |

| Purchasing                                                                                 |                      |
|--------------------------------------------------------------------------------------------|----------------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes                  |
| Chapter 10 Justification:                                                                  | Fixed Price Contract |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable       |
| Certificate of Foreign Corporation Received:                                               | Not Applicable       |
| Have all required attachments been included in this RLA?                                   | Yes                  |

| Compliance                                                                            |  |
|---------------------------------------------------------------------------------------|--|
| <b>Certificate of Compliance</b>                                                      |  |
| In Compliance                                                                         |  |
| <b>Minority, Women and Veteran Owned Business Program</b>                             |  |
| Goals Not Applicable for following reason: Contract is with another government agency |  |
| MBE: .00%                                                                             |  |



## Request for Legislative Action

|                        |
|------------------------|
| WBE: .00%              |
| VBE: .00%              |
| <b>Prevailing Wage</b> |
| Not Applicable         |

### Fiscal Information

- 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.

### History

Submitted by Finance requestor: John Konon on 3/31/2023. Comments:

Approved by Department Approver Bob Crutsinger on 4/3/2023 8:37:46 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/3/2023 9:26:24 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/3/2023 10:40:14 AM. Comments:

Approved by Budget Office Approver Mark Lang on 4/3/2023 11:19:03 AM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/3/2023 12:13:37 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:13:51 PM. Comments:



## **PURCHASING DEPARTMENT**

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

### **DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM**

TO: Deloris Wells, Department of Corrections  
Elizabeth Money, Sheriff's Office

FROM: John Konon, Buyer

DATE: March 6, 2023

RE: Term & Supply Contract: **OG587-19 Uniform & Accessories - Galls**

The above referenced Term & Supply Contract is set to expire on **April 18, 2023**. There are no extensions remaining.

Please review the specifications and advise me of the following:

- ☐ ~~A. Extend Contract for 12 months. Department needs service.~~
- ☐ ~~B. Rebid with attached changes.~~
- ☐ ~~C. Rebid with specifications as they stand.~~
- ☐ D. Department does not require services of this bid.

Department: Sheriff's Office Estimated annual usage: \$ 30,000

Please return a copy of this memorandum and any requested changes to my attention **AS SOON AS POSSIBLE**, so that appropriate action can be taken.

If you have any questions, please feel free to call me at 881-3292. Thank you.



## **PURCHASING DEPARTMENT**

415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

816-881-3267  
Fax 816-881-3268

### **DISPOSITION OF TERM & SUPPLY CONTRACT MEMORANDUM**

TO: John Konon, Buyer  
FROM: Deloris Wells- Deputy Director of Administration  
DATE: March 6, 2023  
RE: Term & Supply Contract: **OG587-19 Uniform & Accessories - Galls**

The above referenced Term & Supply Contract is set to expire on **April 18, 2023**. There are no extensions remaining.

Please review the specifications and advise me of the following:

- ☐ ~~A. Extend Contract for 12 months. Department needs service.~~
- ☐ ~~B. Rebid with attached changes.~~
- ☐ ~~C. Rebid with specifications as they stand.~~
- ☐ D. Department does not require services of this bid.

Department: Detention Center Estimated annual usage: \$ 115,000.00

If you have any questions, please feel free to call me at 881-4210.

*Deloris Wells*



February 7, 2023

Sent Via Email: brewer-tiffany@galls.com

Tiffany Brewer  
Galls, LLC (HUB)  
1340 Russell Cave Rd.  
Lexington, KY 40505

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## **VENDOR CONTACT INFORMATION**

***Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).***

## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 3mm. (The period of the 12-month period is 11/8/2021 / 11/7/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP                           | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES)    |
|--------------------------------------------|-----------------------|-----------------------------------------------------|------------------------------------|
| 1. Federal General Services Administration | Y                     | N/A                                                 | Law Enforcement Supplies           |
| 2. T-PASS (State of Texas)                 | N                     | N/A                                                 | N/A                                |
| 3. OMNIA Partners                          | N                     | N/A                                                 | N/A                                |
| 4. Sourcewell (NJPA)                       | Y                     | N/A                                                 | Body Armor and Related Accessories |
| 5. E&I Cooperative                         | N                     | N/A                                                 | N/A                                |
| 6. Houston-Galveston Area Council (HGAC)   | N                     | N/A                                                 | N/A                                |
| 7. Choice Partners                         | N                     | N/A                                                 | N/A                                |
| 8. The Interlocal Purchasing System (TIPS) | N                     | N/A                                                 | N/A                                |
| 9. Other                                   | N                     | N/A                                                 | N/A                                |

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15

Proposed Discount (%): 15

Explanation: N/A

## John Konon

---

**From:** Ellenberger, David <Ellenberger-David@galls.com>  
**Sent:** Wednesday, March 8, 2023 2:54 PM  
**To:** John Konon  
**Cc:** Ellenberger, David  
**Subject:** FW: EXTERNAL FW: BuyBoard Contract 670-22 for Jackson County, MO

Please see below from our contract department. If you have any questions please let me know. Thanks...

**David Ellenberger | Regional Account Executive MO,KS**

2720 Burlington St. | North Kansas City, MO 64116

Phone: 816-848-8313 | Email: [ellenberger-david@galls.com](mailto:ellenberger-david@galls.com)



**From:** Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>  
**Sent:** Wednesday, March 8, 2023 2:52 PM  
**To:** Ellenberger, David <Ellenberger-David@galls.com>  
**Subject:** RE: EXTERNAL FW: BuyBoard Contract 670-22 for Jackson County, MO

David,

Yes. Both contracts are the same product offering (full galls catalog) and the same 15% discount structure. ✓

Thanks,

**From:** Ellenberger, David <Ellenberger-David@galls.com>  
**Sent:** Wednesday, March 8, 2023 1:08 PM  
**To:** Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>  
**Subject:** FW: EXTERNAL FW: BuyBoard Contract 670-22 for Jackson County, MO

Received this response from department on starting a new buy board. Can you give me some guidance. Thanks...

**David Ellenberger | Regional Account Executive MO,KS**

2720 Burlington St. | North Kansas City, MO 64116

Phone: 816-848-8313 | Email: [ellenberger-david@galls.com](mailto:ellenberger-david@galls.com)



**From:** John Konon <JKonon@jacksongov.org>  
**Sent:** Wednesday, March 8, 2023 12:04 PM

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

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Agreement with the Missouri State Historic Preservation Office, relating to federal funding for the Greenwood Connector Phase 1 Trail project.

**RESOLUTION NO. 21236**, April 17, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Federal Highway Administration, Missouri Division, a federal agency, is responsible for ensuring the Greenwood Connector Phase I Trail project complies with Section 106 of the National Historic Preservation Act; and,

WHEREAS, the Missouri Department of Transportation (MoDOT) administers federal aid projects throughout Missouri and MoDOT Historic Preservation staff assisted the parties in drafting an agreement document and aided in its execution; and,

WHEREAS, the duties of the Missouri State Historic Preservation Officer are to advise, assist, review, consult with federal agencies as they carry out historic preservation; and,

WHEREAS, the County plans to construct a 16.5 mile, 10 foot wide, bicycle and pedestrian shared use path in the County using funding from the Surface Transportation Program and Transportation Alternatives Program funded by the Federal Highway Administration; and,

WHEREAS, a prior Memorandum of Agreement (MOA) was executed by the parties to this agreement related to federal projects on August 22, 2017, which determined that the projects had an adverse effect on historical railroad property and created stipulations and mitigations which have all been fulfilled; and,

WHEREAS, the prior MOA included incorrect information regarding the length of the project, and expired prior to the correction of such information; and,

WHEREAS, the Federal Highway Administration has determined that the improvements to Rock Island and Pacific Corridors under the current project number will result in no additional adverse effects; and,

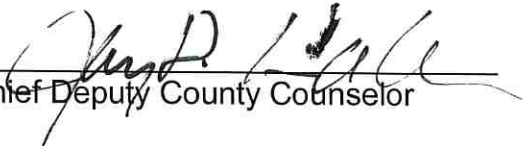
WHEREAS, the execution of the attached MOA is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

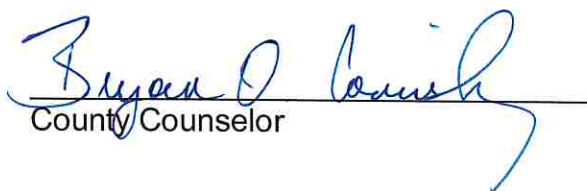
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Agreement is approved and that the County Executive is authorized to execute on behalf of the County the attached MOA and any other documents necessary to give effect to this Resolution.



Effective Date: This Resolution shall be effective immediately upon its passage by the majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

I hereby certify that the attached resolution, Resolution No. 21236 introduced on April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER  
AND  
JACKSON COUNTY, MISSOURI  
FOR THE MITIGATION OF ADVERSE EFFECTS**

**TO HISTORIC PROPERTY:** Rock Island and Pacific Railroad Corridor (Corridor) in Jackson County, MO

**UNDERTAKING:** Phased Construction of the Rock Island Trail, a 16.5 mile, 10 foot wide bicycle and pedestrian Shared Use Path on and adjacent to the centerline of the historic Rock Island and Pacific Railroad in Jackson County, Missouri. *Missouri Department of Transportation Job Number J\_STP 3301(525)* (Attachment A).

**STATE:** Missouri

**AGENCY:** Federal Highway Administration

**WHEREAS**, the Federal Highway Administration (FHWA) Missouri Division is the federal agency responsible for ensuring the undertaking complies with Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108) codified in its implementing regulations 36 CFR Part 800, *Protection of Historic Properties*; and

**WHEREAS**, the Missouri Department of Transportation (MoDOT) administers Federal-aid projects throughout Missouri; the MoDOT's Historic Preservation (HP) staff has assisted the consulting parties in the drafting of this agreement document and will aid in the execution of it; and

**WHEREAS**, the duties of the Missouri State Historic Preservation Officer (SHPO) pursuant to Section 106 of the NHPA (54 USC 306108) and 36 CFR Part 800 include responsibilities to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time; and

**WHEREAS**, Jackson County plans to construct a 16.5 mile, 10 foot wide, bicycle and pedestrian shared use path in Jackson County, Missouri, using funding from the Surface Transportation Program and Transportation Alternatives Program funded by the FHWA pursuant to the Infrastructure Investment and Jobs Act (IIJA) (commonly called the Bipartisan Infrastructure Legislation) (BIL) (PL 117-58); and

**WHEREAS**, This project was planned to be constructed in phases, with the first two phases being completed under Federal Projects STP-3453(401) and STP-3453(402), and a new phase being proposed under Federal Project STP-3301(525); and

**WHEREAS**, A prior Memorandum of Agreement (MOA) was executed by the Parties of this agreement related to Federal Projects STP-3453(401) and STP-3453(402) on August 22, 2017, in which it was determined that these projects had an adverse effect on the historical railroad property. Stipulations and all related mitigation requirements included in the prior MOA were fulfilled as confirmed by SHPO Staff on March 9<sup>th</sup>, 2022; and

**WHEREAS**, The prior MOA included incorrect information regarding the length of the project, the parties attempted to correct this with an amendment in order to demonstrate that the previous agreement accounted for development of the trail along the railroad corridor within the current project area, however the prior MOA expired before execution of the amendment; and

**WHEREAS**, the MoDOT, acting on behalf of the FHWA, has determined that the undertaking's area of potential effects (APE), as defined at 36 CFR Part 800.16(d), has been identified as the project footprint, including existing right of way (ROW) and new ROW, including permanent and temporary easements, for the consideration of direct effects due to construction-related and ground disturbing activities. The APE for the history/architecture built environment resources is the corridor boundary, and includes the rail line and associated structures (mainly culverts) as well as resources identified within the linear resource of the rail such as tracks, ties, etc, between railroad mileposts 272-270.6. (see Attachment B). For the consideration of direct effects due to auditory, vibration, visual or atmospheric effects caused by the project an offset has been applied around new ROW and extends 50 feet beyond these areas. The APE is further described and mapped in Attachment B to this MOA; and

**WHEREAS**, the FHWA has determined that the Rock Island and Pacific Railroad Corridor is eligible for listing in the National Register of Historic Places (National Register) under Criterion C for significance in engineering and has consulted with the SHPO pursuant to 36 CFR Part 800, *Protection of Historic Properties*, regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108) (see Attachment C), as amended; and

**WHEREAS**, the FHWA has determined that the proposed improvements to the Rock Island and Pacific Railroad Corridor under the current project number will result in no additional adverse effects, beyond those accounted for by the previous MOA, and will have no adverse effects upon the historic culverts eligible for inclusion in the National Register and has consulted with the SHPO pursuant to 36 CFR Part 800; and

**WHEREAS**, Jackson County, Missouri has been invited to participate in the preparation of and be invited signatories to this MOA; and

**WHEREAS**, the FHWA recognizes that the Iowa Tribe of Kansas and Nebraska, Iowa Tribe of Oklahoma, Kaw Indian Nation of Oklahoma, Miami Tribe of Oklahoma, Osage Nation, Ponca Tribe of Nebraska, Ponca Tribe of Oklahoma, Sac and Fox Tribe of the Missouri in Kansas and Nebraska, Sac and Fox Tribe of the Mississippi in Iowa, Sac and Fox Nation of Oklahoma, Wyandotte Nation, have an interest in the undertaking area, and has consulted with them on a government-to-government basis in June and July of 2020; and,

**WHEREAS,** The Osage Nation requested to review the Cultural Resources Survey, and the Miami Tribe of Oklahoma requested to consult and be made aware of any findings; and

**WHEREAS,** Missouri Rock Island Trail, Inc., Railway & Locomotive Historical Society, Inc., Katy Railroad Historical Society, Rock Island Technical Society, National Railway Historical Society, National Railway Historical Society - Missouri Chapter, Historic Kansas City, Kansas City Archeological Society, Raytown Historical Society & Museum, Historical Society of Lee's Summit & Museum, Jackson County Historical Society, Missouri Preservation Missouri Archaeological Society, National Trust for Historic Preservation, Historic Bridge Foundation, City of Kansas City Landmarks Commission, City of Kansas City Historic Preservation Commission, City of Lee's Summit, City of Raytown, Missouri Department of Conservation, Missouri State Parks KCATA have been notified of undertaking and have been invited to participate in consultation during July and August of 2017; and

**WHEREAS,** the City of Raytown, Lee's Summit Historical Preservation Commission, Kansas City Landmarks Commission, Kansas City Archeological Society, and the KCATA elected to consult on the project, but had no specific comments; and

**WHEREAS,** public involvement for this undertaking has been handled in accordance with the MoDOT *Engineering Policy Guide*, Chapter 129: Public Involvement; and

**WHEREAS,** public meetings were held on March 6<sup>th</sup>, 8<sup>th</sup>, and 15<sup>th</sup> of 2017 and May 2<sup>nd</sup> and 4<sup>th</sup> of 2017 and information about the undertaking, historic properties and the undertaking effects on historic properties was made available to the public; and

**WHEREAS,** No comments were received from the public about historic properties, project effects on historic properties, or proposed mitigation measures; and

**WHEREAS,** to the best of the FHWA's knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001), are expected to be encountered; and

**NOW, THEREFORE,** the FHWA and the SHPO agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## STIPULATIONS

### **1. TREATMENT OF HUMAN REMAINS**

- A. The FHWA recognizes that any human remains (other than from a crime scene or covered under Missouri's Cemeteries Law, §§ 214. RSMo) that may be discovered during project activities and are located on non-federal land are subject to the

immediate jurisdiction of the SHPO, albeit FHWA's delegate is responsible to have a professional archeologist analyze the remains and advise SHPO of the physical location and cultural and biological characteristics, and if SHPO determines, as per the consultation conducted under Section 106, excavation is warranted such remains will be handled pursuant to the Missouri Unmarked Human Burial Sites Act, §§ 194.400 – 194.410, RSMo. All discoveries of human remains shall be treated as sensitive information and shall not be made available to the public.

B. If human remains are encountered during construction:

- 1) The contractor shall immediately stop all work within a 50-foot radius of the remains and shall not resume without specific authorization from either the SHPO or the local law enforcement officer, whichever party has jurisdiction over and responsibility for such remains.
- 2) The contractor shall notify the MoDOT Construction Inspector and/or Resident Engineer who will contact the MoDOT HP section within 24 hours of the discovery.
- 3) MoDOT HP staff will immediately notify the local law enforcement (to ensure that it is not a crime scene) and the SHPO as per RSMo 194 or to notify SHPO what has occurred and that it is covered by Missouri's Cemeteries Law, §§ 214. RSMo.
- 4) MoDOT HP staff will notify FHWA that human remains have been encountered within 24 hours of being notified of the find.
- 5) If, within 24 hours, the contractor is unable to contact appropriate MoDOT staff, the contractor shall initiate the involvement by local law enforcement and the SHPO. A description of the contractor's actions will be promptly made to MoDOT.
- 6) FHWA will notify any Tribe that might attach cultural affiliation to the identified remains as soon as possible after their identification.
- 7) FHWA shall take into account Tribal recommendations regarding treatment of the remains and proposed actions, and then direct MoDOT HP to carry-out the appropriate actions in consultation with the SHPO.
- 8) MoDOT shall monitor the handling of any such human remains and associated funerary objects, sacred objects or objects of cultural patrimony in accordance with the Missouri Unmarked Human Burial Sites Act, §§ 194.400 – 194.410, RSMo.

## **2. POST-REVIEW DISCOVERIES**

A. If cultural resources are encountered during construction:

- 1) The contractor shall immediately stop all work within a 50-foot buffer around the limits of the resource and shall not resume without specific authorization from a MoDOT Historic Preservation Specialist.
- 2) The contractor shall notify the MoDOT Resident Engineer or Construction Inspector, who shall contact the MoDOT HP within 24 hours of the discovery.

- 3) MoDOT HP shall contact FHWA and SHPO within 48 hours of learning of the discovery and provide an evaluation of the resource and reasonable efforts to assess whether avoidance is possible.
  - 4) FHWA shall make an eligibility and effects determination based upon the preliminary evaluation and consult with MoDOT and SHPO to minimize or mitigate any adverse effect.
  - 5) FHWA will notify the Council and any Tribes that might attach religious and/or cultural significance to the property within 48 hours of this determination.
  - 6) FHWA shall take into account Council and Tribal recommendations regarding the eligibility of the property and proposed actions, and direct MoDOT to carry out the appropriate actions.
  - 7) MoDOT will provide FHWA and SHPO with a report of the actions when they are completed.
  - 8) FHWA shall provide this report to the Council and the Tribes.
  - 9) MoDOT, in coordination with FHWA, will make this report available to the public and other consulting parties, if it is not limited by the requirements for confidentiality, as identified in Stipulation 3. Confidentiality.
- B. If the discovery is not limited by the confidentiality requirements of Section 304 of the NHPA and Stipulation 3 of this MOA, the public shall be notified of the late discovery, in the following manner:
- 1) Information on the discovery shall be posted to the MoDOT website associated with the project, if one exists. This information will include the nature of the discovery, how it is being treated, and the evaluation of it. The website will include information on how to contact the project manager or the MoDOT HP Section with comments or concerns about the discovery.
  - 2) MoDOT will issue a press release about the discovery. The press release will include the nature of the discovery, how it is being treated and the evaluation. The press release will include a way for the public to contact the project manager or the MoDOT HP Section, if they have comments or concerns about the discovery.

### **3. CONFIDENTIALITY**

The signatories acknowledge that information about historic properties may be subject to the provisions of Section 304 of the NHPA or would be otherwise exempt from disclosure pursuant to Freedom of Information regulations (5 USC 552 and Section 610.021.14 RSMo). Section 304 allows the applicable Lead Federal Agency to withhold from disclosure to the public, information about the location, character or ownership of a historic property if the applicable Lead Federal Agency determines that disclosure may: 1) cause a significant invasion of privacy, and 2) risk harm to the historic property. All actions stipulated in this MOA, where necessary, will be consistent with the requirements of Section 304 of the NHPA.

### **4. DURATION**

This agreement shall commence upon having been signed by the FHWA, SHPO and Jackson County And shall expire five (5) years from the date of its execution by the last of the signatories, unless otherwise terminated or amended pursuant to Stipulations 7 or 8.

## **5. MONITORING AND REPORTING**

Within one year after carrying out the terms of the MOA, the MoDOT, acting on behalf of FHWA, shall provide to all signatories a written report regarding the actions taken to fulfill the terms of the agreement, and shall file a copy with the Council per 36 CFR Part 800.6(b)(iv).

## **6. DISPUTE RESOLUTION**

- A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:
- 1) Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the Council. The Council shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council, signatories and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
  - 2) If the Council does not provide its advice regarding the dispute within the thirty (30) day period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the Council with a copy of such written response.
  - 3) FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.
- B. At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory party to this Agreement, that signatory party shall immediately notify FHWA. FHWA shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment on the objection to FHWA. FHWA shall establish a reasonable time frame for this comment period. FHWA shall consider the objection, and in reaching its decision, FHWA will take all comments from the other parties into account. Within 15 days following closure of the comment period, FHWA will render a decision regarding the objection and respond to the objecting party. FHWA will promptly notify the other parties of its decision in writing, including a copy of the response to the objecting party. FHWA's decision regarding resolution of the objection will be final. Following the issuance of its final decision, FHWA may authorize the

action subject to dispute hereunder to proceed in accordance with the terms of that decision.

## **7. AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Council.

## **8. TERMINATION**

If any signatory to this MOA determines its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation 7 above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute an MOA pursuant to 36 CFR Part 800.6 or (b) request, take into account, and respond to the comment of the Council under 36 Part CFR 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

## **9. EXECUTION**

Execution of this MOA by the FHWA, the SHPO and the Jackson County and the implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment. A copy of the executed PA shall be provided by FHWA to the Council for their records.

The parties agree a person may execute this document by electronic symbol or process attached to or logically associated with the document, with an intent to sign the document and by method that must include a feature to verify the identity of the signer and the authenticity of the document, commonly referred to as verified electronic signature.

This document may be signed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which when taken together shall be considered one and the same agreement.

*The remainder of this page intentionally left blank*



**Signed:**

**FEDERAL HIGHWAY ADMINISTRATION:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title: Environmental Protection Specialist**

**THE MISSOURI STATE HISTORIC PRESERVATION OFFICER:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title: Deputy Director, Division of State Parks, Deputy State Historic Preservation Officer**

**JACKSON COUNTY, MISSOURI:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title: County Executive**

**Attest:**

**Approved as to form:**

\_\_\_\_\_  
**Commission Secretary**

\_\_\_\_\_  
**Commission Counsel**

**Request for Legislative Action**

Res. #21236

Sponsor: Charlie Franklin

Date: April 17, 2023

**Completed by County Counselor's Office**

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21236     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 4/17/2023 |

**Introduction****Action Items:** ['Authorize']**Project/Title:**

Authorizing the County Executive to execute a Memorandum of Agreement with the Missouri State Historic Preservation Office, relating to federal funding for the Greenwood Connector Phase 1 Trail project.

**Request Summary**

We are requesting that the County Executive be authorized to execute a Memorandum of Agreement (MOA) with the Missouri State Historic Preservation Office (SHPO), relating to federal funding for the Greenwood Connector Phase 1 Trail Project. This MOA is required under Section 106 of the National Historic Preservation Act, as the Rock Island Railroad is considered eligible for the National Register of Historic Places. This MOA defines the project area, historic resources within the project area, and any required mitigation measures. In this case, the SHPO concluded that there would be no adverse effects on historical resources, and thus, no new mitigation measures are required.

**Contact Information**

|                    |                             |                        |                       |
|--------------------|-----------------------------|------------------------|-----------------------|
| <b>Department:</b> | Parks + Rec                 | <b>Submitted Date:</b> | 3/29/2023             |
| <b>Name:</b>       | Matt Davis                  | <b>Email:</b>          | mdavis@jacksongov.org |
| <b>Title:</b>      | Rock Island Program Manager | <b>Phone:</b>          | 816-503-4849          |

**Budget Information**

|                                                         |             |                    |                                   |
|---------------------------------------------------------|-------------|--------------------|-----------------------------------|
| Amount authorized by this legislation this fiscal year: |             |                    | \$ 0                              |
| Amount previously authorized this fiscal year:          |             |                    | \$ 0                              |
| Total amount authorized after this legislative action:  |             |                    | \$                                |
| Is it transferring fund?                                |             |                    | No                                |
| <b>Single Source Funding:</b>                           |             |                    |                                   |
| Fund:                                                   | Department: | Line Item Account: | Amount:                           |
|                                                         |             |                    | <b>!Unexpected End of Formula</b> |

## Request for Legislative Action

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
| 5609                     | March 23, 2022   |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| <b>Purchasing</b>                                                                          |    |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification:                                                                  |    |
| Core 4 Tax Clearance Completed:                                                            |    |
| Certificate of Foreign Corporation Received:                                               |    |
| Have all required attachments been included in this RLA?                                   |    |

|                                                               |      |
|---------------------------------------------------------------|------|
| <b>Compliance</b>                                             |      |
| <b>Certificate of Compliance</b>                              |      |
| Not Applicable                                                |      |
| <b>Minority, Women and Veteran Owned Business Program</b>     |      |
| Goals Not Applicable for following reason: Not spending money |      |
| MBE:                                                          | .00% |
| WBE:                                                          | .00% |
| VBE:                                                          | .00% |
| <b>Prevailing Wage</b>                                        |      |
| Not Applicable                                                |      |

|                           |  |
|---------------------------|--|
| <b>Fiscal Information</b> |  |
| •                         |  |

## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Matt Davis on 3/29/2023. Comments:

Approved by Department Approver Michele Newman on 3/29/2023 11:52:10 AM. Comments:

Not applicable by Purchasing Office Approver Craig A. Reich on 3/31/2023 9:18:25 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 3/31/2023 11:13:52 AM. Comments:

Not applicable by Budget Office Approver David B. Moyer on 3/31/2023 11:20:47 AM. Comments:

Approved by Executive Office Approver Troy Schulte on 3/31/2023 11:53:40 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/6/2023 4:15:12 PM. Comments:

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

**A RESOLUTION** commemorating the 50<sup>th</sup> Anniversary of the League of United Latin American Citizens' National Education Services Centers, Inc., which provides education and leadership programs for Hispanic and minority students.

**RESOLUTION NO. 21237**, April 17, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the League of United Latin American Citizens' (LULAC) National Educational Service Centers, Inc. (LNESEC) was established in 1973 to provide education and leadership programs for Hispanic and minority students; and,

WHEREAS, since then, LNESEC has provided quality education and leadership programs for over 607,000 students, and has sent 159,000 students to post-secondary education, and awarded nearly \$30 million in scholarship funds; and,

WHEREAS, LNESEC has received more U.S. Department of Education TRIO program awards than any other non-profit organization or post-secondary institution and has worked diligently to remain the premier Hispanic education non-profit for another fifty years and beyond; and,

WHEREAS, the LNESEC National Office and LNESEC field centers are planning celebratory activities throughout the year, including a one-day youth-centered education conference in Albuquerque, New Mexico, focused on college preparation and developing professional skill sets towards student success; and,

WHEREAS, the program will include motivational speakers, professional workshops, and student resources for college and career opportunities, culminating in a reception celebration featuring live music, featured speakers and student voices; and,

WHEREAS, LNEESC's positive impact on the future leaders of our community is immeasurable; now therefore,

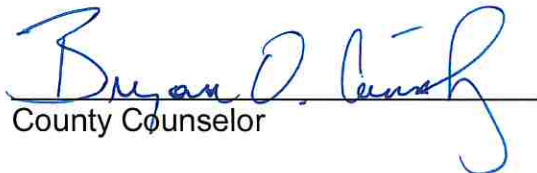
BE IT RESOLVED that the County Legislature of Jackson County, Missouri, celebrates and recognizes the fifty years of exceptional service provided by LULAC's National Educational Service Centers, Inc., to Hispanic and minority students in their pursuit of higher education and leadership development; and,

BE IT FURTHER RESOLVED that the County Legislature encourages all residents to join in the celebration of LNEESC's achievements and to support its ongoing efforts to build Latino communities, one student at a time.

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. 21237 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the Director of Finance and Purchasing to make a payment to the Mid-America Regional Council for the purchase of automated abandoned 911 call-back software for use by the Kansas City Police Department, in the amount of \$120,645.00.

**RESOLUTION NO. 21238**, April 17, 2023

**INTRODUCED BY** Sean E. Smith, County Legislator

WHEREAS, the Mid-America Regional Council (MARC), the administrator of the region's call emergency telephone system, has recommended the purchase of automated abandoned 911 call-back software for use by the Kansas City Police Department; and,

WHEREAS, this software will automatically call back any caller to 911 who subsequently hangs-up or abandons the call; and,

WHEREAS, the Kansas City Police Department has a need to use technology to offset its continued difficulty in hiring and retaining 911 dispatchers; and,

WHEREAS, MARC managed the software's procurement to insure that the technology is consistent across the metropolitan area; now therefore,

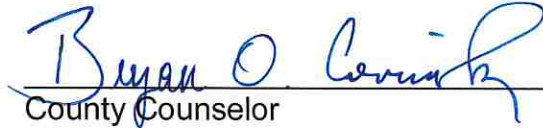
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to make a payment to MARC for purchase of automated abandoned 911 call-back software, for use by the Kansas City Police Department, in the amount of \$120,645.00.



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. 21238 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

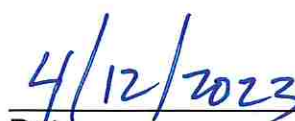
Absent \_\_\_\_\_

\_\_\_\_\_  
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: 031 5031 56430  
ACCOUNT TITLE: E-911 System Fund  
Emergency 911 System  
Telephone Utility  
NOT TO EXCEED: \$120,645.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Resolution No.: 21238  
Sponsor: Sean E. Smith  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |               |                           |           |
|-------------------|---------------|---------------------------|-----------|
| Action Requested: | Resolution    | Res.Ord No.:              | 21238     |
| Sponsor(s):       | Sean E. Smith | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Authorizing the County Executive to enter into an agreement with the Mid-America Regional Council (MARC) for the purpose of purchasing an automated abandoned 911 call-back software in the amount of \$120,645 for the Kansas City Police Department from previously appropriated County 911 funds.

### Request Summary

This resolution requests that the Legislature approve an agreement with the Mid-America Regional Council (MARC) for the purpose of reimbursing MARC for the expense of \$120,644.68 for the purchase of automated 911 abandoned call-back software for use by the Kansas City Police Department. This software will automatically call-back any callers into 911 who subsequently hang-up or abandon the call. The source of these funds is the \$3 million in available County 911 funds that were designated in the 2023 budget for improvements in the County's 911 system. The KCPD identified this need to use technology to offset their continued difficulty in hiring and retaining 911 dispatchers. MARC managed the procurement to insure that the technology is consistent across the metropolitan area.

### Contact Information

|                    |                         |                        |                         |
|--------------------|-------------------------|------------------------|-------------------------|
| <b>Department:</b> | County Executive Office | <b>Submitted Date:</b> | 4/3/2023                |
| <b>Name:</b>       | Troy Schulte            | <b>Email:</b>          | TSchulte@jacksongov.org |
| <b>Title:</b>      | County Administrator    | <b>Phone:</b>          | 816-881-1079            |

### Budget Information

|                                                         |                             |                           |           |
|---------------------------------------------------------|-----------------------------|---------------------------|-----------|
| Amount authorized by this legislation this fiscal year: |                             |                           | \$120,645 |
| Amount previously authorized this fiscal year:          |                             |                           | \$ 0      |
| Total amount authorized after this legislative action:  |                             |                           | \$120,645 |
| Is it transferring fund?                                |                             |                           | No        |
| Single Source Funding:                                  |                             |                           |           |
| Fund:                                                   | Department:                 | Line Item Account:        | Amount:   |
| 031 (E-911 System Fund)                                 | 5031 (Emergency 911 System) | 56430 (Telephone Utility) | \$120,645 |

## Request for Legislative Action

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| <b>Purchasing</b>                                                                          |    |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification:                                                                  |    |
| Core 4 Tax Clearance Completed:                                                            |    |
| Certificate of Foreign Corporation Received:                                               |    |
| Have all required attachments been included in this RLA?                                   |    |

|                                                                  |      |
|------------------------------------------------------------------|------|
| <b>Compliance</b>                                                |      |
| <b>Certificate of Compliance</b>                                 |      |
| In Compliance                                                    |      |
| <b>Minority, Women and Veteran Owned Business Program</b>        |      |
| Goals Not Applicable for following reason: Not bid by the County |      |
| MBE:                                                             | .00% |
| WBE:                                                             | .00% |
| VBE:                                                             | .00% |
| <b>Prevailing Wage</b>                                           |      |
| Not Applicable                                                   |      |

|                                                                                                                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Fiscal Information</b>                                                                                                                                                                                               |  |
| <ul style="list-style-type: none"><li>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.</li></ul> |  |

## Request for Legislative Action

### History

Submitted by County Executive Office requestor: Troy Schulte on 4/3/2023. Comments:

Approved by Department Approver Sylva Stevenson on 4/3/2023 5:03:48 PM. Comments:

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/4/2023 10:26:27 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/4/2023 1:06:31 PM. Comments:

Approved by Budget Office Approver Mark Lang on 4/4/2023 3:42:48 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/4/2023 3:48:25 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:12:34 AM. Comments:

## Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: April 4, 2023

|            |       |
|------------|-------|
| RES #      | 21238 |
| eRLA ID #: | 865   |

| <u>Org Code/Description</u> | <u>Object Code/Description</u> | <u>Not to Exceed</u> |
|-----------------------------|--------------------------------|----------------------|
|-----------------------------|--------------------------------|----------------------|

**031 E-911 System Fund**

|             |                             |              |                          |           |                |
|-------------|-----------------------------|--------------|--------------------------|-----------|----------------|
| <u>5031</u> | <u>Emergency 911 System</u> | <u>56430</u> | <u>Telephone Utility</u> | <u>\$</u> | <u>120,645</u> |
|-------------|-----------------------------|--------------|--------------------------|-----------|----------------|

**APPROVED**  
By Mark Lang at 3:41 pm, Apr 04, 2023

**Budget Office**

\$ 120,645

NOV 03 2022

FISCAL DIVISION OFFICE

MEMORANDUM

October 31, 2022

RECEIVED  
LOGISTICAL SUPPORT  
DIVISION

DATE: 11-01-22

ITEM: #1

TO: Major Tim Hernandez, Commander, Logistical Support Division

FROM: Steve Hoskins, A/W-II Commander, Communications Unit

Executive Services  
Bureau (2)

SUBJECT: 911 Funding request – Jackson County MO

NOV 02 2022

**Overview**

Funding for 911 in the MARC region is provided by tax dollars collected from telephone users, including wireless telephones. Each County in Missouri sets the tax rate and by legislation, may collect up to \$1 per telephone device or active telephone line. Jackson County collects the maximum of \$1 per line. In the MARC region, all 911 equipment and networking costs are paid based upon population in each county. All regional 911 equipment is owned by the regional 911 system, installed and supported by MARC technical staff. Each Emergency Communications Center pays for all other costs through our normal budget processes. One of the allowable expenses outlined in the 911 funding statute is software or hardware that connects to the 911 system. Attached are quotes for two items that are eligible for 911 funding that we are requesting Jackson County consider paying for to directly support Kansas City, MO 911 operations.

**Requested Item #1**

The first item is equipment and software that connects to the 911 system. It is an Automatic Abandoned Callback module from Motorola VESTA 911 systems. Abandoned calls are 911 calls where the caller hangs up prior to the Calltaker answering the call. In 2021 we had 98,742 abandoned 911 calls, each of which had to be manually called back by our calltakers. As of September 2022, we have taken 89,477 abandoned calls.

This additional equipment/software will automatically call back an abandoned 911 call and give the caller the option to push one (1) if the call was a mistake and they do not need first responders. They will also have the option to push two (2) if they do need police, fire, or EMS assistance. If no one answers or they do not make a selection, the call is put back into the Calltaker queue for them to manually call back and/or enter a call for service.

**Item #1 Fiscal Information**

Since we are the only agency that will benefit directly from this callback module, it is our responsibility to pay for the initial purchase and implementation. Ongoing maintenance costs will be submitted to MARC requesting they be cost-shared as part of the regional 911 system operational budget. This is a formal process outlined in the Interlocal agreements that establish the MARC regional 911 system. The cost-share request will be submitted to the Public Safety Users Committee for vetting and then sent to the Public Safety Communications Board for final determination.

The initial purchase and implementation cost along with four (4) years of ongoing maintenance by Motorola comes to \$128,676.87. Attached is a letter to Mr. Eric Winebrenner, the Director of Public Safety at the Mid-America Regional Council formally requesting cost-share consideration for ongoing maintenance cost of the callback module. The cost-share would be



implemented after the initial four (4) years of warranty coverage included in the purchase. Warranty cost are listed at \$14,985.66 annually. It is anticipated that there would be a minimum of a 10% increase in the annual cost so the estimated cost share request to MARC would be approximately \$16,484.23.

Implementation of this module will require an additional phone trunk at HQ and at SPD with a monthly total cost for KCPD of \$1,576.94. This will provide an additional 23 talk paths at each location for the new callback module to use while making the automated calls. Ongoing costs for these additional telephone lines to support the module are not allowable cost-share items and will need to be paid out of the department budget.

## **Request Item #2**

The second item for consideration is a software component added to our NICE Inform 911 logging recorder that would add a Quality Assurance module. This would provide QA module capability to the 911 recorder at Headquarters and the 911 recorder at the backup center at South Patrol. The attached quote is from Voice Products, the company that provides and supports our voice logging recorders for both Headquarters and South Patrol.

This component will allow us to formalize the Quality Assurance process within the Communications Unit by randomly selecting 911 calls received based upon the employee identification number. It will include forms we can use for the QA process as well as implement an objective level of review for all Calltakers. A manual process to review radio dispatching will be implemented that mirrors the automated process provided by this software module. It is very important that KCPD Communications provide a more formal process of Quality Assurance reviews to provide the opportunity to improve the service provided to our citizens by our unit members.

## **Item #2 Fiscal Information**

The QA module for the Headquarters recorder is price listed at \$68,700. We receive a Maintenance Customer Discount of \$51,600 and gives us a purchase and implementation price of \$17,100. There is an option for screen recording that will provide a video recording of the 911 phone and CAD monitors at a cost of \$45,197. This optional component is not necessary to provide a quality review process and I do not recommend it be included. Total cost for the HQ installation is \$17,100.

The QA module for the South Patrol location is priced at \$15,150 with a Maintenance Customer Discount of \$10,320. The optional video recording portion is priced at \$43,917 and I do not recommend it be implemented. Total cost for the SPD installation is \$4,830.00. Total cost for both locations is \$21,930.

These components will be added to our current maintenance contract with Voice Products and includes Software Upgrade Assurance and will increase the annual cost by \$12,690.

## **Fiscal request from Jackson County MO**

Mr. Winebrenner from the MARC Public Safety Program had a conversation with Jackson County Manager Troy Schulte who indicated Jackson County would consider expending 911 funds to cover these costs. Total cost for the QA Modules and the Automated Abandoned Callback system is \$150,606.87.

### Recommendations

Upon approval, I recommend KCPD reach out to Jackson County Manager Troy Schulte and formally request Jackson County MO expend 911 funds to cover the attached quotes for a total of \$150,606.87. Doing so will require a formal letter authorizing the expenditure to be submitted to MARC Public Safety along with our cost-share request.

Respectfully,



Steve Hoskins  
A/Watch II Commander  
Communications Unit

Colonel,

Both these request would benefit our operations in the communication unit. I recommend forwarding to FSU for their assessment.

Major T. Hernandez

11/01/22

Approved and forward to fiscal to make the official request.

DC Dang Nui 4553



# VoiceProducts

Proposal #Q-40126 Prepared on 8/16/2022 for:

**Kansas City Missouri Police Department**

*1125 Locust St., Kansas City, MO 64120*



**Presented to:**

Contact Name: Jeffery Brame  
Phone: 816-482-8510  
Email: [jeffery.brame@kcpd.org](mailto:jeffery.brame@kcpd.org)

Submitted by:  
Bob Farrell  
Regional Sales Manager  
Phone: 800-466-1152  
E-mail: [bfarrell@voiceproducts.com](mailto:bfarrell@voiceproducts.com)

**Record. Replay. Resolve.**

**NICE**

Premier  
Partner



# VoiceProducts



We want to thank you for the opportunity to submit this proposal. We've identified ways Voice Products Inc. can help your organization meet your unique requirements based on our discussions. This proposal outlines our recommendation for an offering tailored to your needs and summarizes the initial estimated investment.

We look forward to receiving your feedback on this proposal. We appreciate the opportunity to work with the Kansas City Missouri Police Department's team to ensure the project's long-term success.

For any questions or other information, please feel free to contact me. Thank you for your time and consideration of this proposal.

Sincerely,

**Bob**

Voice Products Inc.



## HGACBuy



Contract Holder



Texas Department of Information Resources

## Proposed Solution

We based the following offering on the Kansas City Missouri Police Department's stated requirements and the Voice Products Inc. team's experience with projects of a similar size and scope.

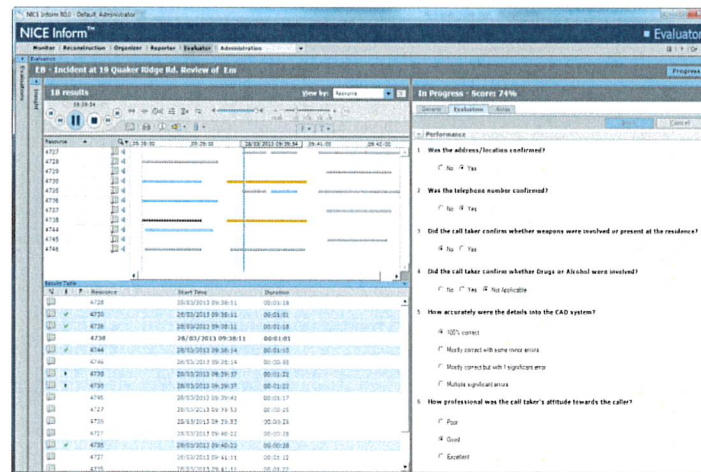
### NICE Inform Recording Professional Package

NICE Inform Recording is the Next Generation Emergency Center Solution that enables organizations to generate accurate event reconstructions, ensuring the right information is in the right place, at the right time to handle investigative inquiries.

### System Solution Summary

Add the NICE Inform QA Pack to KCMO PD System:

- Quality Assurance Pack = Enables you to evaluate performance and quickly impact the overall quality of service. Includes Licenses for Supervisors and named agents/dispatchers.
- Reporter = With the Quality Assurance Pack as part of the system, several reports specific to completed evaluations will also be available.







## Implementation and Services

This offering includes turnkey project management: Professional implementation, complete training package, and ongoing support.

### Implementation

The implementation approach will include a technical needs identification, coordination of pre-install activities, confirmation of services, site preparation, installation, testing, and go-live. Once the order is accepted, the actual implementation project scope and dates are determined and confirmed.

### Investment Proposal

#### NICE Inform Recording Next Generation Emergency Center Solution for Kansas City Missouri Police Department

| Software Pricing                                                                          |                       |   |             |             |
|-------------------------------------------------------------------------------------------|-----------------------|---|-------------|-------------|
| QA Pack                                                                                   | NPS-INFRM-QAPACK- PPC | 1 | \$60,000.00 | \$8,400.00  |
| Total System Software:                                                                    |                       |   | \$60,000.00 | \$8,400.00  |
| Services Pricing                                                                          |                       |   |             |             |
| Voice Products Inc. Installation Services:<br>Includes Project Management                 | VP-INST-NIR           | 1 | \$1,500.00  | \$1,500.00  |
| Voice Products Inc. Training Services:<br>Available any time during maintenance coverage. | VP-TRN-NIR            | 1 | \$1,200.00  | \$1,200.00  |
| Total Services:                                                                           |                       |   | \$2,700.00  | \$2,700.00  |
| Non-Recurring Charges                                                                     |                       |   |             |             |
| One-time Software Assurance fee:<br>Version upgrades during the first year if available.  | PS-MAINT-NICE-IND-STD | 1 | \$6,000.00  |             |
|                                                                                           |                       |   |             |             |
| Total Non-Recurring Charges:                                                              |                       |   |             | \$6,000.00  |
| Total List Price for System:                                                              |                       |   |             | \$68,700.00 |
| Maintenance Customer Discount:                                                            |                       |   |             | \$51,600.00 |
|                                                                                           |                       |   |             | \$17,100.00 |
| Quote valid if a purchase order is received by 11/16/2022                                 |                       |   |             |             |

Payment terms:

- Order placed with receipt of 50% down and signed Purchase & Services Agreement
- Balance due upon completion of system delivery and installation



## Voice Products Inc. Support Program

Voice Products Inc. is committed to providing customers with outstanding service and support and therefore offers three levels of support to best suit your organization's needs:

### Silver Support

- This option is our Remote Only Support package that Includes coverage from Monday through Friday, 8 AM to 5 PM local time, excludes holidays.

### Gold Support

- This option is our Standard Support package that Includes coverage from Monday through Friday, 8 AM to 5 PM local time, excludes holidays.

### Platinum Support

- This option is our Extended Support package that Includes coverage for 24 hours per day every day of the year.

Voice Products Inc. recommends the standard **"Gold"** support maintenance package for Kansas City Missouri Police Department.

| General Maintenance Agreement (GMA) Software & Hardware | Gold On-site (8 X 5)<br>Including Software Upgrade Assurance |
|---------------------------------------------------------|--------------------------------------------------------------|
| This is in addition to the next annual GMA Payment      | <b>\$10,800.00</b>                                           |
|                                                         |                                                              |

## NICE System Training

The NICE Recording with Inform system training may be conducted at the Customer site or via Remote Session (depending on customer requirements) for ten (10) students, providing instruction with the agency's data. The following courses are part of the total purchase price:

### Kansas City Missouri Police Department's Training Package will include:

| Course Description                                                       |
|--------------------------------------------------------------------------|
| How to Perform Quality Management with the NICE Inform Evaluator Package |
| How to Generate Data with the NICE Inform Reports Package                |
|                                                                          |

## Additional Information

### Pricing

- This proposal has been prepared and is being provided by Voice Products Inc. to Kansas City Missouri Police Department for budgetary purposes only. The information contained in this proposal is subject to change due to factors that include, but are not limited to, the number of products or services desired to be purchased by Kansas City Missouri Police Department.
- Kansas City Missouri Police Department's purchase from Voice Products Inc. of products and services is subject to (a) the parties entering into and executing Voice Products Inc. Purchase and Services Agreement (b) Kansas City Missouri Police Department issuing a purchase order to Voice Products Inc. for the products and services desired to be purchased by Customer
- The software pricing information contained in this proposal is firm for 90 days from the date of this proposal.
- The pricing contained in this exhibit is valid for this order only. Additional features and services are available at an additional cost. For more details or a quotation, please contact your Voice Products Inc. sales representative.
- Prices outlined in this proposal are exclusive of, and the customer will be responsible for, any excise, sales, import and use taxes, and like charges imposed concerning the products licensed or services provided by Voice Products. All prices are quoted in U.S. Dollars.
- The total cost of the Services is exclusive of travel and out-of-pocket expenses incurred by Voice Products Inc. in connection with its performance of the Services ("Expenses"). Voice Products Inc. shall invoice the Customer for Expenses monthly in arrears. Any Expenses incurred by Voice Products Inc. shall conform to Voice Products' Expense Reimbursement Policy and are invoiced at cost without markup.
- "Ground Shipping" charges for software and hardware are included. "Expedited Shipping" at the customer's request may incur additional charges.

### Integration

- The customer is responsible for hardware, software, interfaces and other related fees associated with enabling an integration or other servers or systems for communication with the NICE solution such as PBX, ACD, ANI/ALI, Text, and so forth.
- Licenses do not include connectors or reports for the contact router, ANI/ALI, ACD or PBX systems, etc. The customer should contact the respective vendor for information related to those fees. Integrations with certain vendors may also require additional costs.
- For integrations that NICE Systems does not currently support, the customer may be requested to initiate discussions between the Voice Products Inc. Professional Services team and the respective vendor. Please note that additional charges may occur.





## Purchase and Services Agreement (Required)

|                 |      |
|-----------------|------|
| <b>Bill To:</b> |      |
| Company:        |      |
| Attention:      |      |
| Telephone:      |      |
| Fax:            |      |
| Address:        |      |
| City:           |      |
| State:          | Zip: |
| Date:           | PO#: |

|                 |      |
|-----------------|------|
| <b>Ship To:</b> |      |
| Company:        |      |
| Attention:      |      |
| Telephone:      |      |
| Address:        |      |
| City:           |      |
| State:          | Zip: |

|                                                                              |              |                     |             |
|------------------------------------------------------------------------------|--------------|---------------------|-------------|
| Order Approved By:<br>(Customer, Print Name)                                 | Title:       | Sales Subtotal      | \$          |
| Order Approved By:<br>(Customer, Signature)                                  | Date:        | Sales Tax           |             |
| Trade-in Approved by:<br>(Initial for approval):                             | Tax Exempt # | Shipping & Handling |             |
| Please Include Maintenance after Warranty Period:<br>(Initial for approval): |              | Misc.               |             |
| Order Accepted By:<br>(VPI Representative)                                   | Title:       | Date:               | Sales Total |
|                                                                              |              |                     | \$          |

THIS ORDER IS PLACED IN ACCORDANCE WITH THE FOLLOWING TERMS: The Salesperson does not have the authority to accept this order. It must be signed by an officer of Voice Products, Inc. The title is and shall remain in Seller's name until the entire purchase price is paid. Seller shall maintain a purchase money security interest in all the collateral described in this document and Seller shall also have a security interest in all equipment, fixtures, and accounts receivable of Buyer to secure the payment of the sum hereunder. In the event of any default in payment by Buyer, Buyer agrees to pay all costs of collection including, but not limited to, reasonable attorney's fees and all court costs. This Agreement is non-assignable and the property hereunder, until paid for, non-transferable. Seller reserves the right to re-enter the premises of Buyer at any time and repossess any equipment that has not been paid for in full per the agreement of the parties. All sales are final, all sales are unconditional, and Seller offers no return policy. The parties agree that this sales order includes the entire agreement of the parties and neither party is relying on verbal statements by the other in any respect. The terms of the warranty are one (1) Year from the date of the order. There is a 20% restocking fee for items returned after the warranty period.

**ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON RECEIPT OF YOUR INVOICE. ANY AMOUNT NOT PAID WITHIN 30 DAYS SHALL BE SUBJECT TO A DELINQUENCY CHARGE OF 1.5% PER MONTH UNTIL PAID IN FULL.**



## Optional Inform Professional Feature Pricing

### Screen Recording

| Requested Optional Pricing                                                                                                                                                            |                          |    | List Price  | Final Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----|-------------|-------------|
| Inform Professional/Elite Software Screen Recording channel license. <b>Triggered by Audio activity.</b><br><b>Price is per PC, not per monitor/screen. Only one PC per position.</b> | NPS-INF-SCREEN-1CH       | 14 | \$500.00    | \$7,000.00  |
| NICE Inform Recording Unified up to 192 channels Rack Mount RAID5 w/ 160TB                                                                                                            | VP-HW-NIR192R5-160TB     | 1  | \$30,116.00 | \$30,116.00 |
| Install and configure optional features.                                                                                                                                              | VP-ADD-OPT               | 1  | \$700.00    | \$700.00    |
| One-time Software Assurance fee: One version upgrade during the first year if available.                                                                                              | PS-MAINT-NICE- IND-SA-PS | 1  | \$700.00    | \$700.00    |
| Additional Year Two (2) VP Maintenance.                                                                                                                                               | VP-GMA                   | 1  | \$6,681.00  | \$6,681.00  |
| Total for Optional Items                                                                                                                                                              |                          |    |             | \$45,197.00 |

This pricing is only budgetary. The quoted server may not be large enough. Voice Products will need to run a "screen storage calculation tool" to determine the actual minimum storage needed. This software will be installed onsite with a PC that is in service and handling the average amount of call activity. The technician will need administrator privileges to the PC for the installation of this software tool.

While Voice Products does sell physical servers, we recommend a Virtual Machine for screen logging for additional space to be added if / when required for video storage.

Voice Products recommends a 30-day retention policy for screens as they are used for QA and not as evidence.



## Heinen, Joshua A

---

**From:** Hoskins, Stephen  
**Sent:** Wednesday, March 1, 2023 1:48 PM  
**To:** Heinen, Joshua A  
**Subject:** FW: NICE QA add on

Here is the email from the sales rep at Voice Products verifying those quotes are still good.

Steve

---

**From:** Bob Farrell <bfarrell@voiceproductsinc.com>  
**Sent:** Wednesday, March 1, 2023 1:47 PM  
**To:** Hoskins, Stephen <Stephen.Hoskins@kcpd.org>  
**Subject:** RE: NICE QA add on

Hi Steve,

That is great news and yes they are still good.

Thanks,  
Bob

Bob Farrell  
Voice Products Inc.  
P 800.466.1152 | F 316.263.1823  
[bfarrell@voiceproducts.com](mailto:bfarrell@voiceproducts.com)

---

**From:** Hoskins, Stephen <Stephen.Hoskins@kcpd.org>  
**Sent:** Wednesday, March 1, 2023 1:43 PM  
**To:** Bob Farrell <bfarrell@voiceproductsinc.com>  
**Subject:** RE: NICE QA add on

Bob, we are finally getting movement on the funding for the QA modules. Just verifying those quotes are still good.

Steve Hoskins

---

**From:** Bob Farrell <bfarrell@voiceproductsinc.com>  
**Sent:** Thursday, December 1, 2022 10:56 AM  
**To:** Hoskins, Stephen <Stephen.Hoskins@kcpd.org>  
**Subject:** RE: NICE QA add on

Thank you for the update. Yes, quote is still good.

Bob Farrell  
Voice Products Inc.  
P 800.466.1152 | F 316.263.1823  
[bfarrell@voiceproducts.com](mailto:bfarrell@voiceproducts.com)

**From:** Hoskins, Stephen <Stephen.Hoskins@kcpd.org>  
**Sent:** Thursday, December 1, 2022 10:39 AM  
**To:** Bob Farrell <bfarrell@voiceproductsinc.com>  
**Subject:** RE: NICE QA add on

Bob, Jackson County is going to pay for this for us out of county 911 funds. Because of that, it is taking a long time as we have to make a formal request which their county manager then has to take to the legislature for approval. As long as the quote will stay good, we are good to go, just taking a while.

**From:** Bob Farrell <bfarrell@voiceproductsinc.com>  
**Sent:** Thursday, December 1, 2022 10:37 AM  
**To:** Hoskins, Stephen <Stephen.Hoskins@kcpd.org>  
**Subject:** NICE QA add on

Hi Steve,

I hope you had a great Thanksgiving and just checking in on the status of adding Evaluator and get a feel where we at before years end. Look forward to hearing from you.

Thanks,  
Bob



|                                                                                                                                                                                                |                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>BOB FARRELL</b><br>REGIONAL SALES MANAGER<br><a href="mailto:bfarrell@voiceproducts.com">bfarrell@voiceproducts.com</a><br><a href="http://www.voiceproducts.com">www.voiceproducts.com</a> | 8555 E. 32 <sup>nd</sup> St. N.<br>Wichita, KS 67226<br>P 800.466.1152<br>C 816.898.2909 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|



<https://www.nice.com/protecting/public-safety/nice-inform/>

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

**A RESOLUTION** awarding a contract for the furnishing of a compact track loader for use by the Parks + Rec Department to Clark Equipment of West Fargo, ND, under the terms and conditions of Missouri NASPO Construction Contract No. CC190249002, an existing competitively bid government contract, at an actual cost to the County in the amount of \$97,630.00.

**RESOLUTION NO. 21239**, April 17, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, the Parks + Rec Department desires to purchase a compact track loader to meet departmental needs; and,

WHEREAS, the Directors of Parks + Rec and Finance and Purchasing recommend the award of a contract for the furnishing of the equipment to Clark Equipment of West Fargo, ND, under the terms and conditions of Missouri NASPO Construction Contract No. CC190249002, an existing competitively bid government contract, at an actual cost to the County of \$97,630.00; and,

WHEREAS, pursuant to section 1030.4, Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award for the reason that this will allow the County to take advantage of discounts offered to larger entities; now therefore,

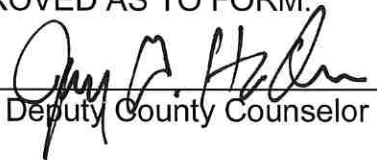
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made under the existing competitively bid government contract as recommended by the Directors of Parks + Rec and Finance and Purchasing and that the Director of Finance and Purchasing be and hereby is authorized to execute for the County any documents necessary to the accomplishment of the award; and,


BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby 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. 21239 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 003 1010 58110  
ACCOUNT TITLE: Park Fund  
Parks - Fleet Replacement  
Heavy Machinery & Equipment  
NOT TO EXCEED: \$97,630.00

4/12/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

## Request for Legislative Action

Res. #21239

Sponsor: Charlie Franklin

Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21239     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Authorizing the purchase of one (1) T770 T4 Bobcat Compact Track Loader with attachments for \$97,630. This piece of equipment would be purchased from Clark Equipment, under the terms and conditions of NASPO Construction Contract CC190249002, an existing competitively bid government contract. This Contract offers a 30% discount on the Compact Track Loader and a 24% discount on the attachments.

### Request Summary

Pursuant to Section 1030.4 of the Jackson County Code, Parks + Rec and the Purchasing Department recommend the purchase of one (1) T770 T4 Bobcat Compact Track Loader and attachments. The Compact Track Loader will replace an existing 1987 skid steer loader that is beyond it's expected useable life and cost-effective repair. This piece of equipment will be primarily used in Fleming Park for light construction, repairs and maintenance for facilities such as campgrounds, marinas, and historic sites. This unit will be used system-wide in the Parks for road and parking lot repairs. The attachments being ordered facilitate better quality and more efficient methods that result in longer lasting pothole repairs in the park roads and parking lots.

Funding is available within the Department's approved 2023 Budget, Account 1010-003-58110 for this purchase. The cited NASPO Construction Contract and quote are attached for your review and reference.

### Contact Information

|                    |                        |                        |                          |
|--------------------|------------------------|------------------------|--------------------------|
| <b>Department:</b> | Parks + Rec            | <b>Submitted Date:</b> | 3/31/2023                |
| <b>Name:</b>       | Brian Nowotny          | <b>Email:</b>          | BPNowotny@jacksongov.org |
| <b>Title:</b>      | Deputy Director, Parks | <b>Phone:</b>          | 816-503-4803             |

### Budget Information

|                                                         |          |
|---------------------------------------------------------|----------|
| Amount authorized by this legislation this fiscal year: | \$97,630 |
| Amount previously authorized this fiscal year:          | \$ 0     |
| Total amount authorized after this legislative action:  | \$97,630 |
| Is it transferring fund?                                | No       |

### Single Source Funding:

## Request for Legislative Action

|                 |                                  |                                     |          |
|-----------------|----------------------------------|-------------------------------------|----------|
| Fund:           | Department:                      | Line Item Account:                  | Amount:  |
| 003 (Park Fund) | 1010 (Parks - Fleet Replacement) | 58110 (Heavy Machinery & Equipment) | \$97,630 |

### Prior Legislation

#### Prior Ordinances

|            |                 |
|------------|-----------------|
| Ordinance: | Ordinance date: |
|            |                 |

#### Prior Resolution

|             |                  |
|-------------|------------------|
| Resolution: | Resolution date: |
|             |                  |

### Purchasing

|                                                                                            |                      |
|--------------------------------------------------------------------------------------------|----------------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes                  |
| Chapter 10 Justification:                                                                  | Fixed Price Contract |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable       |
| Certificate of Foreign Corporation Received:                                               | Not Applicable       |
| Have all required attachments been included in this RLA?                                   | Yes                  |

### Compliance

#### Certificate of Compliance

In Compliance

#### Minority, Women and Veteran Owned Business Program

Goals Not Applicable for following reason: Contract is with another government agency

MBE: .00%

WBE: .00%

VBE: .00%

#### Prevailing Wage

Not Applicable

### Fiscal Information

- Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.



## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Brian Nowotny on 3/31/2023. Comments:

Approved by Department Approver Michele Newman on 4/3/2023 9:34:39 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/3/2023 9:47:33 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/3/2023 10:23:57 AM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 4/3/2023 11:17:42 AM.  
Comments: There is insufficient funds in the account.

Submitted by Requestor Kay D. Norris on 4/4/2023 10:01:25 AM. Comments: 4/4/23 Funds have been transferred. There are now sufficient funds for this purchase. Thank you. KayNorris

Approved by Department Approver Michele Newman on 4/4/2023 10:39:21 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/4/2023 11:03:06 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/4/2023 1:08:22 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/4/2023 3:31:26 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/4/2023 3:51:00 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:13:57 AM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC# PC 101023002 000

Date: April 3, 2023

|            |       |
|------------|-------|
| RES #      | 21239 |
| eRLA ID #: | 861   |

| <u>Org Code</u> | <u>Description</u>      | <u>Object Code</u> | <u>Description</u>          | <u>Not to Exceed</u> |
|-----------------|-------------------------|--------------------|-----------------------------|----------------------|
| <b>003</b>      | <b>Park Fund</b>        |                    |                             |                      |
| 1010            | Parks-Fleet Replacement | 58110              | Heavy Machinery & Equipment | \$ 97,630            |
|                 |                         |                    |                             |                      |
|                 |                         |                    |                             |                      |
|                 |                         |                    |                             |                      |
|                 |                         |                    |                             |                      |
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|                 |                         |                    |                             |                      |
|                 |                         |                    |                             |                      |
|                 |                         |                    |                             |                      |
|                 |                         |                    |                             | \$ 97,630            |

David Moyer  
Budget Office



T770 (Tier 4) M2-Series  
Bobcat Compact Track Loader



Standard Equipment

|                                                    |                                                          |
|----------------------------------------------------|----------------------------------------------------------|
| 92 HP Turbo Tier 4 Diesel Engine                   | Lights, Front & Rear                                     |
| Air Intake Heater (Automatically Activated)        | Operator Cab                                             |
| Auxiliary Hydraulics: Variable Flow                | - Includes: Adjustable Suspension Seat, Top & Rear       |
| Backup Alarm                                       | Windows, Parking Brake, Seat Bar & Seat Belt             |
| Bob-Tach® Attachment Mounting System               | - Roll Over Protective Structure (ROPS) meets            |
| Bobcat Interlock Control System (BICS™)            | SAE-J1040 & ISO 3471                                     |
| Controls: Bobcat Standard Controls                 | - Falling Object Protective Structure (FOPS) meets       |
| Cylinder Cushioning – Lift, Tilt                   | SAE-J1043 & ISO 3449, Level I; (Level                    |
| Engine/Hydraulic Systems Shutdown                  | II is available through Bobcat Parts)                    |
| Horn                                               | Parking Brake – Spring Applied, Pressure Released (SAPR) |
| Instrumentation: Engine Temperature & Fuel Gauges, | Solid Mounted Carriage with 5 Rollers                    |
| Hour meter, RPM and Warning Lights                 | Tracks: Rubber, 17.7" Wide                               |
| Lift Arm Support                                   |                                                          |
| Lift Path: Vertical                                | Warranty: 2 years, or 2000 hours whichever occurs first  |

Quick Specs

|                                                     |                    |
|-----------------------------------------------------|--------------------|
|                                                     | <b><u>T770</u></b> |
| Rated Operating Capacity - 35% of Tipping Load..... | 3,475 lbs.         |
| with Roller Suspension Carriage.....                | 3,325 lbs.         |
| Rated Operating Capacity - 50% of Tipping Load..... | 4,960 lbs.         |
| Tipping Load.....                                   | 9,929 lbs.         |
| Engine Model.....                                   | 3.4L Bobcat Engine |
| Engine Fuel.....                                    | Diesel             |
| Engine Cooling.....                                 | Liquid             |
| Horsepower.....                                     | 92                 |
| Hydraulic Pump Capacity – Standard Flow.....        | 23.0 GPM           |
| Hydraulic Pump Capacity – High Flow (Optional)..... | 36.6 GPM           |
| Travel Speed.....                                   | 6.6 MPH            |
| Travel Speed – 2 Speed.....                         | 6.1/10.7 MPH       |
| Operating Weight.....                               | 10,515 lbs.        |
| with Roller Suspension Carriage.....                | 10,678 lbs.        |
| Shipping Weight.....                                | 9,584 lbs.         |
| Cab Height.....                                     | 81.3"              |
| Width (w/out Attachment).....                       | 78.0"              |
| Length (w/out Attachment).....                      | 114.3"             |
| Ground Contact Length.....                          | 63.7"              |
| Reach at Maximum Height.....                        | 35.2"              |
| Height to Hinge Pin.....                            | 131.4"             |

| Part Number | Description                                                  | Compact Track Loader | SLP In US \$ | MSRP        | Discount | Assembly | Discounted Price |
|-------------|--------------------------------------------------------------|----------------------|--------------|-------------|----------|----------|------------------|
| M0285       | T770 Compact Track Loader (Equipped with Tier 4 Engine)..... |                      |              | \$86,539.00 | 30.00%   | \$0.00   | \$60,577.30      |

| Part Number | Description | Machine Configuration | SLP In US \$ | MSRP | Discount | Assembly | Discounted Price |
|-------------|-------------|-----------------------|--------------|------|----------|----------|------------------|
|-------------|-------------|-----------------------|--------------|------|----------|----------|------------------|

CAN BE SELECTED WITH PACKAGES OR WITH INDIVIDUAL OPTIONS

|               |                            |                                    |  |          |        |        |          |
|---------------|----------------------------|------------------------------------|--|----------|--------|--------|----------|
|               |                            | <b><u>Tracks/Undercarriage</u></b> |  |          |        |        |          |
| M0285-R09-C05 | 17.7" Multi Bar Track..... |                                    |  | \$850.00 | 30.00% | \$0.00 | \$595.00 |

|                                                                                                                                                                                                                                                                          |                                 |            |        |        |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------|--------|--------|------------|
| Compatible with Solid Mounted or Roller Suspension Carriages. Loader width is 78.0"                                                                                                                                                                                      |                                 |            |        |        |            |
| M0285-R21-C13                                                                                                                                                                                                                                                            | Roller Suspension Carriage..... | \$1,785.00 | 30.00% | \$0.00 | \$1,249.50 |
| Includes Solid Mounted Undercarriage and 4 Rollers with Leaf Spring style suspension. Compatible with 12.6" tracks (Loader width 73.4") or 17.7" tracks (Loader width is 78.0").Roller suspension carriage is not available with single speed or Performance Package P13 |                                 |            |        |        |            |

Controls

|               |                                                                                                                                                                                                                                                                                                     |  |          |        |        |          |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------|--------|--------|----------|
| M0285-R01-C04 | Selectable Joystick Control (SJC).....                                                                                                                                                                                                                                                              |  | \$945.00 | 30.00% | \$0.00 | \$661.50 |
|               | Features include: Selectable patterns (ISO or H-Pattern), Auto Idle, Horsepower Management, Speed Management, Drive Response, Drift Compensation and Foot Pedal for Engine Speed Control. *The Cab Accessories Package is required via Individual Factory Option if option ordered without package. |  |          |        |        |          |

| Part Number | Bobcat Packages | MSRP         | Discount | Assembly | Discounted Price |
|-------------|-----------------|--------------|----------|----------|------------------|
| Description |                 | SLP In US \$ |          |          |                  |

SELECT A ORDERING PATH:  
 1:) SELECT ONE BOBCAT PACKAGE OR  
 2:) ONE COMFORT AND ONE PERFORMANCE PACKAGE OR  
 3:) SELECT INDIVIDUAL OPTIONS

|               |                                                                                                                                                                                                                                                                                                            |  |             |        |        |            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--------|--------|------------|
| M0285-P10-C01 | Core Package.....                                                                                                                                                                                                                                                                                          |  | \$4,348.00  | 30.00% | \$0.00 | \$3,043.60 |
|               | Includes: Open Cab, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat, Power Bob-Tach, 7-Pin Attachment Control, 2-Speed, Hydraulic Bucket Positioning                                                                                                                                   |  |             |        |        |            |
| M0285-P10-C02 | Core + Package.....                                                                                                                                                                                                                                                                                        |  | \$6,594.00  | 30.00% | \$0.00 | \$4,615.80 |
|               | Includes: Open Cab, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat, Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket Positioning                                                                                                                        |  |             |        |        |            |
| M0285-P10-C11 | Deluxe Package.....                                                                                                                                                                                                                                                                                        |  | \$8,605.00  | 30.00% | \$0.00 | \$6,023.50 |
|               | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat, Power Bob-Tach, 7-Pin Attachment Control, 2-Speed, Hydraulic Bucket Positioning                                                                                                 |  |             |        |        |            |
| M0285-P10-C12 | Deluxe + Package.....                                                                                                                                                                                                                                                                                      |  | \$10,851.00 | 30.00% | \$0.00 | \$7,595.70 |
|               | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat, Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket Positioning                                                                                      |  |             |        |        |            |
| M0285-P10-C21 | Premier Package.....                                                                                                                                                                                                                                                                                       |  | \$13,891.00 | 30.00% | \$0.00 | \$9,723.70 |
|               | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Deluxe Instrument Panel with Keyless Start, Radio, Heated Cloth Air Ride Suspension Seat, Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket Positioning, Automatic Ride Control, Reversing Fan |  |             |        |        |            |

Flow, 2-Speed, Hydraulic Bucket Positioning, Automatic Ride Control, Reversing Fan

| Part Number                                                                                            | Description                                                                                                                                                             | Comfort Cab Packages | SLP In US \$ | MSRP       | Discount | Assembly | Discounted Price |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|------------|----------|----------|------------------|
| MUST SELECT ONE BOBCAT PACKAGE OR ONE COMFORT AND ONE PERFORMANCE PACKAGE OR SELECT INDIVIDUAL OPTIONS |                                                                                                                                                                         |                      |              |            |          |          |                  |
| M0285-P07-C10                                                                                          | C10 Comfort Package.....                                                                                                                                                |                      |              | \$495.00   | 30.00%   | \$0.00   | \$346.50         |
|                                                                                                        | Includes: Open Cab, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat                                                                                 |                      |              |            |          |          |                  |
| M0285-P07-C23                                                                                          | C23 Comfort Package.....                                                                                                                                                |                      |              | \$4,752.00 | 30.00%   | \$0.00   | \$3,326.40       |
|                                                                                                        | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Standard Panel, Adjustable Suspension Seat                                               |                      |              |            |          |          |                  |
| M0285-P07-C27                                                                                          | C27 Comfort Package.....                                                                                                                                                |                      |              | \$5,725.00 | 30.00%   | \$0.00   | \$4,007.50       |
|                                                                                                        | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Standard Panel, Radio, Heated Cloth Air Ride Suspension Seat                             |                      |              |            |          |          |                  |
| M0285-P07-C37                                                                                          | C37 Comfort Package.....                                                                                                                                                |                      |              | \$6,435.00 | 30.00%   | \$0.00   | \$4,504.50       |
|                                                                                                        | Includes: Enclosed Cab with AC/Heat, Sound Reduction, Cab Accessories Package, Deluxe Instrument Panel with Keyless Start, Radio, Heated Cloth Air Ride Suspension Seat |                      |              |            |          |          |                  |

Cab Accessories Package: Deluxe Headliner with Dome Light, Cab Accessory Harness, Power Port, Lower Interior Panels with Storage Compartments and Cup Holder.

| Part Number                                                                                            | Description                                                                                                                      | Performance Cab Packages | SLP in US \$ | MSRP       | Discount | Assembly | Discounted Price |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------|------------|----------|----------|------------------|
| MUST SELECT ONE BOBCAT PACKAGE OR ONE COMFORT AND ONE PERFORMANCE PACKAGE OR SELECT INDIVIDUAL OPTIONS |                                                                                                                                  |                          |              |            |          |          |                  |
| <u>Standard Flow Packages:</u>                                                                         |                                                                                                                                  |                          |              |            |          |          |                  |
| M0285-P06-P13                                                                                          | P13 Performance Package.....                                                                                                     |                          |              | \$1,418.00 | 30.00%   | \$0.00   | \$992.60         |
|                                                                                                        | Includes: Power Bob-Tach, Hydraulic Bucket Positioning                                                                           |                          |              |            |          |          |                  |
| M0285-P06-P23                                                                                          | P23 Performance Package.....                                                                                                     |                          |              | \$3,608.00 | 30.00%   | \$0.00   | \$2,525.60       |
|                                                                                                        | Includes: Power Bob-Tach, 2-Speed, Hydraulic Bucket Positioning                                                                  |                          |              |            |          |          |                  |
| M0285-P06-P27                                                                                          | P27 Performance Package.....                                                                                                     |                          |              | \$3,853.00 | 30.00%   | \$0.00   | \$2,697.10       |
|                                                                                                        | Includes: Power Bob-Tach, 7-Pin Attachment Control, 2-Speed, Hydraulic Bucket Positioning                                        |                          |              |            |          |          |                  |
| M0285-P06-P29                                                                                          | P29 Performance Package.....                                                                                                     |                          |              | \$5,210.00 | 30.00%   | \$0.00   | \$3,647.00       |
|                                                                                                        | Includes: Power Bob-Tach, 7-Pin Attachment Control, 2-Speed, Hydraulic Bucket Positioning, Automatic Ride Control, Reversing Fan |                          |              |            |          |          |                  |

|               |                                                                                                                                                                                     |            |        |        |            |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-P06-P39 | P39 Performance Package.....<br>Includes: Bob-Dock Ready, Power Bob-Tach, 7-Pin Attachment Control, 2-Speed, Hydraulic Bucket Positioning,<br>Automatic Ride Control, Reversing Fan | \$6,417.00 | 30.00% | \$0.00 | \$4,491.90 |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|

**High Flow Packages:**

|               |                                                                                                                                      |            |        |        |            |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-P06-P67 | P67 Performance Package.....<br>Includes: Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket Positioning | \$6,099.00 | 30.00% | \$0.00 | \$4,269.30 |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|

|               |                                                                                                                                                                                |            |        |        |            |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-P06-P69 | P69 Performance Package.....<br>Includes: Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket Positioning, Automatic<br>Ride Control, Reversing Fan | \$7,456.00 | 30.00% | \$0.00 | \$5,219.20 |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|

|               |                                                                                                                                                                                                |            |        |        |            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-P06-P79 | P79 Performance Package.....<br>Includes: Bob-Dock Ready, Power Bob-Tach, 7-Pin Attachment Control, High Flow, 2-Speed, Hydraulic Bucket<br>Positioning, Automatic Ride Control, Reversing Fan | \$8,663.00 | 30.00% | \$0.00 | \$6,064.10 |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|

| Part<br>Number | Description | Individual Factory Options<br>SLP in US \$ | MSRP | Discount | Assembly | Discounted<br>Price |
|----------------|-------------|--------------------------------------------|------|----------|----------|---------------------|
|----------------|-------------|--------------------------------------------|------|----------|----------|---------------------|

CANNOT BE ADDED TO ANY ORDER WITH BOBCAT PACKAGE OR COMFORT AND PERFORMANCE PACKAGE SELECTION

*NOTE: Individual Options SLP includes a 20% premium when compared to ordering the option in a package*

NOTE: Several individual options may require additional equipment, see details below. If the option requires additional equipment the Bobcat ordering systems will automatically add the required equipment to the order.

**Individual Cab Options**

|               |                                                                                                                             |            |        |        |            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-R25-C04 | Enclosed Cab With AC/Heat.....<br>Deluxe cab with heat and air conditioning<br>Reduces operator and by-stander noise levels | \$4,535.00 | 30.00% | \$0.00 | \$3,174.50 |
|---------------|-----------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|

|               |                                                                                                                                                                      |          |        |        |          |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|----------|
| M0285-R08-C03 | Deluxe Instrument Panel with Keyless Start.....<br>Monitors key loader functions, communicates alerts and provides additional attachment information to track usage. | \$852.00 | 30.00% | \$0.00 | \$596.40 |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|----------|

|               |                                                                                                                                                                                                                                                                                                                  |          |        |        |          |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|----------|
| M0285-R26-C02 | Radio.....<br>Includes weatherproof AM/FM/NOAA Weather Band Radio, Speakers, and Antenna. Works with MP3 or other portable music player. The Cab Accessories Package is required. See NOTE above.<br><br>Deluxe Headliner with Dome Light, Cab Accessory Harness, Power Port, Lower Interior Panels with Storage | \$598.00 | 30.00% | \$0.00 | \$418.60 |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|----------|

Compartments and Cup Holder. Required for Reversing Fan, Hydraulic Bucket Positioning, Automatic Ride Control, and SJC, Radio, Air Ride Heated Seat, Power Bob-Tach. Required for Reversing Fan, Hydraulic Bucket Positioning, Automatic Ride Control, and SJC, Radio, Air Ride Heated Seat, Power Bob-Tach

|                                              |                                                                                                                                                                                                                                                                 |            |        |        |            |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|------------|
| M0285-R05-C12                                | Cloth Heated Air Ride Suspension Seat.....<br>Includes Heat on/off switch on the back of the seat. The Cab Accessories Package is required. See NOTE above.                                                                                                     | \$570.00   | 30.00% | \$0.00 | \$399.00   |
| <b><u>Individual Performance Options</u></b> |                                                                                                                                                                                                                                                                 |            |        |        |            |
| M0285-R06-C03                                | Power Bob-Tach Attachment System.....<br>Connect and disconnect non-hydraulic attachments from inside the cab The Cab Accessories Package is required. See NOTE above.                                                                                          | \$1,032.00 | 30.00% | \$0.00 | \$722.40   |
| M0285-R06-C09                                | Bob-Dock Ready Attachment System.....<br>Includes Power Bob-Tach, Bob-Dock interface plate, Tee and capped auxiliary hydraulic line within loader lift arm.<br>Connect and disconnect hydraulic attachments from inside the cab.                                | \$2,480.00 | 30.00% | \$0.00 | \$1,736.00 |
| M0285-R28-C02                                | 7-Pin Attachment Control.....<br>Required for High Flow Hydraulics.                                                                                                                                                                                             | \$294.00   | 30.00% | \$0.00 | \$205.80   |
| M0285-R03-C03                                | High Flow Hydraulics.....<br>Provides 26.7 GPM and 3500 PSI for attachment operation. The 7-pin attachment control kit is required.                                                                                                                             | \$2,695.00 | 30.00% | \$0.00 | \$1,886.50 |
| M0285-R04-C02                                | 2-Speed.....<br>Includes 2-Speed motors and 3-Point Seat Belt                                                                                                                                                                                                   | \$2,628.00 | 30.00% | \$0.00 | \$1,839.60 |
| M0285-R11-C02                                | Hydraulic Bucket Positioning.....<br>Bucket Positioning helps the operator keep the same tilt of the load during lifting. Includes On/Off switch. The Cab Accessories Package is required. See NOTE above.                                                      | \$670.00   | 30.00% | \$0.00 | \$469.00   |
| M0285-R33-C02                                | Automatic Ride Control.....<br>Automatically activates by detecting increased hydraulic lift arm pressure when the loader is carrying material.<br>Includes on/off switch. The Cab Accessories Package is required. See NOTE above.                             | \$889.00   | 30.00% | \$0.00 | \$622.30   |
| M0285-R32-C02                                | Reversing Fan.....<br>Temporarily reverses the cooling fan direction to blow dust and small debris from the radiator and rear screens.<br>Includes three operating modes: Automatic, Momentary, & OFF. The Cab Accessories Package is required. See NOTE above. | \$739.00   | 30.00% | \$0.00 | \$517.30   |

| Part   | Dealer Installed - Bob-Dock Mounting System | MSRP         | Discount | Assembly | Discounted |
|--------|---------------------------------------------|--------------|----------|----------|------------|
| Number | Description                                 | SLP in US \$ |          |          | Price      |



**Bob-Dock Attachment Mounting System – Whole Goods Accessories**

|         |                                                                                                                                                                                                                                                                                                                                                                                         |            |        |        |          |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|----------|
| 7346768 | Bob-Dock Adapter Plate.....                                                                                                                                                                                                                                                                                                                                                             | \$1,307.00 | 24.00% | \$0.00 | \$993.32 |
|         | The adapter plate connects to your hydraulic attachment and has a locked hydraulic connection integrated within. The adapter can stay with the attachment permanently, or it can be removed and installed on another attachment. The adapter plate attaches to most hydraulic attachments to allow the Bob-Dock system to seamlessly connect and disconnect from hydraulic attachments. |            |        |        |          |
|         | Note: Customers may require more than one Bob-Dock Adaptor Plate                                                                                                                                                                                                                                                                                                                        |            |        |        |          |

|                               |                                 |     |     |     |            |        |        |          |
|-------------------------------|---------------------------------|-----|-----|-----|------------|--------|--------|----------|
| (S70, MT85, MT100) (L23, L28) |                                 |     |     |     |            |        |        |          |
| 7272919                       | Bucket GP 44" CH, MT85, MT100 * | 5.5 | 7.4 | 207 | \$978.00   | 24.00% | \$0.00 | \$743.28 |
| 7114583                       | 50" General Purpose Bucket *    | 6.3 | 8.5 | 223 | \$1,022.00 | 24.00% | \$0.00 | \$776.72 |
| (S100)                        |                                 |     |     |     |            |        |        |          |
| 7117434                       | 50" Dirt Bucket *               | 5.2 | 6.6 | 202 | \$954.00   | 24.00% | \$0.00 | \$725.04 |
| 7114582                       | 50" General Purpose Bucket *    | 6.3 | 8.5 | 223 | \$1,022.00 | 24.00% | \$0.00 | \$776.72 |

Δ Buckets have holes predrilled to accept bolt-on cutting edges.  
\* Buckets have holes predrilled to accept bolt-on cutting edges or bolt-on teeth.

| Mini Loader Bucket Matrix |         |         |                         |         |         |         |         |         |         |                     |         |         |            |  |  |  |  |  |  |  |  |  |  |  |  |
|---------------------------|---------|---------|-------------------------|---------|---------|---------|---------|---------|---------|---------------------|---------|---------|------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Dirt Buckets              |         |         | General Purpose Buckets |         |         |         |         |         |         | S&L Utility Buckets |         |         | C/I Bucket |  |  |  |  |  |  |  |  |  |  |  |  |
| Width (in)                | 36"     | 44"     | 50"                     | 36"     | 36" CII | 44"     | 44" CII | 50"     | 50"     | 44"                 | 54"     | 60"     | 36"        |  |  |  |  |  |  |  |  |  |  |  |  |
| Part #                    | 7117432 | 7117433 | 7117434                 | 7114488 | 7272912 | 7114581 | 7272919 | 7114583 | 7114582 | 7387672             | 7387673 | 7387674 | 6731520    |  |  |  |  |  |  |  |  |  |  |  |  |
| SAE Heap (ft³)            | 4.7     | 5.8     | 6.0                     | 5       | 6       | 7.4     | 7.4     | 8.5     | 8.5     | 9.9                 | 12.3    | 13.7    | 4          |  |  |  |  |  |  |  |  |  |  |  |  |
| Oper. Wgt (lbs)           | 168     | 188     | 202                     | 185     | 185     | 207     | 207     | 223     | 223     | 232                 | 272     | 293     | 167        |  |  |  |  |  |  |  |  |  |  |  |  |
| SLP in US S               | S676    | S677    | S954                    | S925    | S925    | S978    | S978    | \$1,022 | \$1,022 | \$1,000             | \$1,190 | \$1,213 | S918       |  |  |  |  |  |  |  |  |  |  |  |  |
| MT50                      | X       | X       |                         | X       |         | X       |         |         |         |                     |         |         | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| MT52                      | X       | X       |                         | X       |         | X       |         |         |         |                     |         |         | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| MT55                      | X       | X       |                         | X       |         | X       |         |         |         |                     |         |         | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| MT85                      | X       | X       |                         | X       | X       | X       | X       | X       | X       |                     |         |         | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| MT100                     | X       | X       |                         | X       | X       | X       | X       | X       | X       |                     |         |         | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| L23                       | X       | X       |                         | X       |         | X       |         |         |         | X                   | X       | X       | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| L28                       | X       | X       |                         | X       |         | X       |         |         |         | X                   | X       | X       | X          |  |  |  |  |  |  |  |  |  |  |  |  |
| S70                       | X       | X       |                         | X       |         | X       |         |         |         | X                   |         |         |            |  |  |  |  |  |  |  |  |  |  |  |  |
| S100                      |         |         | X                       |         |         |         |         | X       |         |                     |         |         |            |  |  |  |  |  |  |  |  |  |  |  |  |

| Standard Duty                |         |         |         | Heavy Duty |         |         |         | Severe Duty |         |         |         | Light Material |         |         |         |         |         |         |         |
|------------------------------|---------|---------|---------|------------|---------|---------|---------|-------------|---------|---------|---------|----------------|---------|---------|---------|---------|---------|---------|---------|
| Width (in)                   | 54      | 62      | 68      | 74         | 54      | 62      | 68      | 74          | 80      | 74      | 80      | 86             | 92      | 68      | 74      | 80      | 86      | 92      | 98      |
| Part #                       | 71-06   | 71-06   | 71-06   | 71-06      | 71-06   | 71-06   | 71-06   | 71-06       | 71-06   | 71-06   | 71-06   | 71-06          | 71-06   | 71-06   | 71-06   | 71-06   | 71-06   | 71-06   | 71-06   |
| SAE Heap                     | 16.7    | 12.0    | 13.3    | 14.5       | 13.7    | 15.3    | 16.5    | 18.5        | 20.1    | 23.5    | 24.8    | 26.2           | 27.5    | 14.3    | 17.3    | 20.7    | 22.3    | 23.3    | 24.3    |
| Oper. Wgt                    | 118     | 136     | 154     | 172        | 142     | 176     | 196     | 226         | 278     | 243     | 286     | 349            | 382     | 159     | 187     | 219     | 249     | 286     | 316     |
| SLP in US S                  | \$1,128 | \$1,184 | \$1,234 | \$1,284    | \$1,488 | \$1,552 | \$1,712 | \$1,881     | \$2,036 | \$2,488 | \$2,481 | \$2,813        | \$3,208 | \$1,714 | \$2,036 | \$2,231 | \$2,426 | \$2,728 | \$3,030 |
| Slid Steer Loaders (SLs)     | 50A     |         |         |            |         |         |         |             |         |         |         |                |         |         |         |         |         |         |         |
|                              | 50B     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       |         |         |         |         |         |
|                              | 50C     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50D     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50E     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50F     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50G     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50H     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50I     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50J     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50K     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50L     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50M     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50N     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50O     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 50P     | X       | X       | X          |         | X       | X       | X           |         |         |         |                |         | X       | X       | X       | X       |         |         |
| Compact Truck Loaders (CTLs) | 7550    | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       |         |         |         |         |         |
|                              | 7550    |         |         |            |         |         |         | X           | X       |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 7550    | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 7550    | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 762     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
|                              | 764     | X       | X       | X          |         | X       | X       |             |         |         |         |                |         | X       | X       | X       | X       |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X       | X       | X       |            | X       | X       |         |             |         |         |         |                | X       | X       | X       | X       |         |         |         |
| 764                          | X</     |         |         |            |         |         |         |             |         |         |         |                |         |         |         |         |         |         |         |

| Standard Duty Buckets |                                 |      |      |     |            |        |        |          |
|-----------------------|---------------------------------|------|------|-----|------------|--------|--------|----------|
| 7272770               | 56" Standard Duty Bucket Δ..... | 8.1  | 10.7 | 318 | \$1,128.00 | 24.00% | \$0.00 | \$857.28 |
| 7272769               | 62" Standard Duty Bucket Δ..... | 8.9  | 12   | 336 | \$1,186.00 | 24.00% | \$0.00 | \$901.36 |
| 7272771               | 68" Standard Duty Bucket Δ..... | 9.8  | 13.3 | 354 | \$1,216.00 | 24.00% | \$0.00 | \$924.16 |
| 7272768               | 74" Standard Duty Bucket Δ..... | 10.7 | 14.5 | 373 | \$1,294.00 | 24.00% | \$0.00 | \$983.44 |

| Heavy Duty Buckets |                         |      |      |     |            |        |        |            |
|--------------------|-------------------------|------|------|-----|------------|--------|--------|------------|
| 7293982            | 56" Heavy Duty Bucket * | 10.2 | 13.7 | 442 | \$1,448.00 | 24.00% | \$0.00 | \$1,100.48 |
| 7272678            | 62" Heavy Duty Bucket * | 11.3 | 15.3 | 476 | \$1,552.00 | 24.00% | \$0.00 | \$1,179.52 |
| 7272679            | 68" Heavy Duty Bucket * | 12.4 | 16.9 | 508 | \$1,712.00 | 24.00% | \$0.00 | \$1,301.12 |
| 7272680            | 74" Heavy Duty Bucket * | 13.5 | 18.5 | 546 | \$1,861.00 | 24.00% | \$0.00 | \$1,414.36 |
| 7272681            | 80" Heavy Duty Bucket * | 14.7 | 20.1 | 578 | \$2,026.00 | 24.00% | \$0.00 | \$1,539.76 |

| Severe Duty Buckets |                          |      |      |     |            |        |        |            |
|---------------------|--------------------------|------|------|-----|------------|--------|--------|------------|
| 7326130             | 74" Severe Duty Bucket * | 15.7 | 23.5 | 762 | \$2,488.00 | 24.00% | \$0.00 | \$1,890.88 |
| 7326129             | 80" Severe Duty Bucket * | 17   | 24.8 | 806 | \$2,681.00 | 24.00% | \$0.00 | \$2,037.56 |
| 7326128             | 86" Severe Duty Bucket * | 18.3 | 26.2 | 849 | \$2,813.00 | 24.00% | \$0.00 | \$2,137.88 |
| 7326127             | 92" Severe Duty Bucket * | 19.6 | 27.5 | 892 | \$2,986.00 | 24.00% | \$0.00 | \$2,269.36 |

| Light Material Buckets |                             |      |      |     |            |        |        |            |
|------------------------|-----------------------------|------|------|-----|------------|--------|--------|------------|
| 7279100                | 68" Light Material Bucket Δ | 19.1 | 24.9 | 589 | \$1,924.00 | 24.00% | \$0.00 | \$1,462.24 |
| 7279101                | 74" Light Material Bucket Δ | 20.8 | 27.3 | 632 | \$2,036.00 | 24.00% | \$0.00 | \$1,547.36 |
| 7279102                | 80" Light Material Bucket Δ | 22.5 | 29.7 | 669 | \$2,231.00 | 24.00% | \$0.00 | \$1,695.56 |
| 7279103                | 86" Light Material Bucket Δ | 24.3 | 32.1 | 706 | \$2,378.00 | 24.00% | \$0.00 | \$1,807.28 |
| 7279104                | 92" Light Material Bucket Δ | 38.4 | 50.2 | 864 | \$2,780.00 | 24.00% | \$0.00 | \$2,112.80 |
| 7279105                | 98" Light Material Bucket Δ | 41   | 53.8 | 914 | \$3,100.00 | 24.00% | \$0.00 | \$2,356.00 |

Δ Buckets have holes predrilled to accept bolt-on cutting edges.  
\* Buckets have holes predrilled to accept bolt-on cutting edges or bolt-on teeth.

| Dealer Installed Accessories - Order From Parts                                                         |                                                                                                                                                                                                       | MSRP     | Discount | Assembly | Discounted Price |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|------------------|
| Part Number                                                                                             | Description                                                                                                                                                                                           |          |          |          |                  |
| <u>For current Dealer Installed Accessories pricing, reference BobQuote or Dealer Parts Department.</u> |                                                                                                                                                                                                       |          |          |          |                  |
| 7196474                                                                                                 | Bucket Spill Guard, Standard.....<br>(For 62 - 80" Heavy Duty) (Includes a see through 44" Spill Guard and Hardware) (Protects the operator, cab, tilt cylinders and Bob-Tach pivot area from debris) | \$463.00 | 24.00%   | \$150.00 | \$501.8          |



Quick Specs

|                                 | 14" Std. Flow | 18" HF     | 24" HF     | 24" SuF   | 40" HF/SuF | 1" SuF   |
|---------------------------------|---------------|------------|------------|-----------|------------|----------|
| Operating Weight.....           | 1107 lbs.*    | 1191 lbs.* | 1254 lbs.* | 2204 lbs. | 2300 lbs.  | 124 lbs. |
| Drum Width.....                 | 14"           | 18"        | 24"        | 23.6"     | 40"        | 47.2"    |
| Cutting Depth-Flat Planing..... | 0 – 6"        | 0 – 6"     | 0 – 6"     | 0-6"      | 0 – 5"     | 0-5"     |
| Sideshift.....                  | 29.8"         | 29.8"      | 29.8"      | 23.6"     | 25.6"      | 25.6"    |
| # of Bits.....                  | *             | *          | *          | 54        | 78         | 90       |
| Hydraulic Oscillation.....      | N/A           | N/A        | N/A        | ± 7.5°    | ± 8°       | ± 8°     |
| Maximum Cutting Angle.....      | ± 15°         | ± 15°      | ± 15°      | ± 7.5°    | ± 8°       | ± 8°     |

\* Does not include drum, dependent upon which drum is installed.

| Part Number                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                | Attachment | MSRP        | Discount | Assembly | Discounted Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|----------|------------------|
| (S130, S150, S160, S175, S185, S205) (S450, S510, S530, S550, S570, S590, S595, S630, S650, S740, S750, S770)<br>(S62, S64, S66, S76, S86) (A770) (T140, T180, T190) (T450, T550, T590, T595, T630, T650, T740H, T750, T770)<br>(T62, T64, T66, T76, T86) |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| M7019                                                                                                                                                                                                                                                     | 14" Planer, Standard Flow.....<br>(Includes manual depth adjust, hydraulic sideshift and hoses) (Must also order drum option)<br>(Attachment Control Kit is not required)                                                                                                                                                                  |            | \$12,689.00 | 24.00%   | \$0.00   | \$9,643.64       |
| <b><u>MUST order one of the following drum options with the 14" Planer, Standard Flow</u></b>                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| M7019-R01-C03                                                                                                                                                                                                                                             | 14" All Purpose Drum.....<br>(With 46 bits) (Ship Weight 277 lbs.)                                                                                                                                                                                                                                                                         |            | \$3,240.00  | 24.00%   | \$0.00   | \$2,462.40       |
| M7019-R01-C07                                                                                                                                                                                                                                             | No Drum Factory Installed.....                                                                                                                                                                                                                                                                                                             |            | \$0.00      | 24.00%   | \$0.00   | \$0.00           |
| (S160H, S185H, S205H) (S550H, S570H, S590H, S595H, S630H, S650H, S740 H, S750H, S770H, S850H) (S62H, S64H, S66H, S76H, S86H) (A770H) (T180H, T190H) (T550H, T590H, T595H, T630H, T650H, T740H, T750H, T770H, T870H)<br>(T62H, T64H, T66H, T76H, T86H)     |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| M7018                                                                                                                                                                                                                                                     | 18" Planer, High Flow.....<br><br>(Includes hydraulic depth adjust, hydraulic sideshift, and hoses) (Must also order drum option) (Loader must be equipped with an Attachment Control Kit) (When used on loaders equipped with a 14-Pin Attachment Control Kit, a 14-Pin Attachment T-Harness Kit P/N 7164095 is required – See Page 1)    |            | \$19,047.00 | 24.00%   | \$0.00   | \$14,475.72      |
| <b><u>MUST order one of the following drum options with the 18" Planer, High Flow</u></b>                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| M7018-R01-C10                                                                                                                                                                                                                                             | 18" Fast Cut All Purpose Drum.....<br>(With 47 bits) (Ship Weight 288 lbs.)                                                                                                                                                                                                                                                                |            | \$4,116.00  | 24.00%   | \$0.00   | \$3,128.16       |
| M7018-R01-C11                                                                                                                                                                                                                                             | 18" Smooth Cut All Purpose Drum.....<br>(With 84 bits) (Ship Weight 340 lbs.)                                                                                                                                                                                                                                                              |            | \$5,257.00  | 24.00%   | \$0.00   | \$3,995.32       |
| M7018-R01-C12                                                                                                                                                                                                                                             | No Drum Factory Installed.....<br>(S185H, S205H) (S550H, S570H, S590H, S595H, S630H, S650H, S740H, S750H, S770H, S850H) (S62H, S64H, S66H, S76H, S86H) (A770H) (T180H, T190H) (T550H, T590H, T595H, T630H, T650H, T740H, T750H, T770H, T870H)<br>(T62H, T64H, T66H, T76H, T86H)                                                            |            | \$0.00      | 24.00%   | \$0.00   | \$0.00           |
| M7017                                                                                                                                                                                                                                                     | 24" Planer, High Flow.....<br><br>(Includes hydraulic depth adjust, hydraulic sideshift, and hoses) (Must also order drum option) (Loader must be equipped with an Attachment Control Kit) (When used on loaders equipped with a 14-Pin Attachment Control Kit, a 14-Pin Attachment T-Harness Kit P/N 7164095 is required – See Page 1)    |            | \$23,067.00 | 24.00%   | \$0.00   | \$17,530.92      |
| <b><u>MUST order one of the following drum options with the 24" Planer, High Flow</u></b>                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| M7017-R01-C04                                                                                                                                                                                                                                             | 24" Fast Cut All Purpose Drum.....<br>(With 57 bits) (Ship Weight 359 lbs.)                                                                                                                                                                                                                                                                |            | \$5,580.00  | 24.00%   | \$0.00   | \$4,240.80       |
| M7017-R01-C12                                                                                                                                                                                                                                             | 24" Smooth Cut All Purpose Drum.....<br>(With 124 bits) (Ship Weight 453 lbs.)                                                                                                                                                                                                                                                             |            | \$7,006.00  | 24.00%   | \$0.00   | \$5,324.56       |
| M7017-R01-C13                                                                                                                                                                                                                                             | No Drum Factory Installed.....                                                                                                                                                                                                                                                                                                             |            | \$0.00      | 24.00%   | \$0.00   | \$0.00           |
| (S750H, S770H, S850H) (S86H, S86 SuF) (A770H) (T750H, T770H, T870H) (T86H, T86 SuF)                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| 6726632                                                                                                                                                                                                                                                   | 40" Planer, High Flow.....<br>(Includes hydraulic depth adjust, 40" drum, hydraulic sideshift, hydraulic oscillation & 1/2" couplers and hoses) (Loader must be equipped with an Attachment Control Kit) (When used on loaders equipped with a 14-Pin Attachment Control Kit, a 14-Pin Attachment T-Harness Kit is required – See Page 1)  |            | \$38,420.00 | 24.00%   | \$0.00   | \$29,199.20      |
| (S86 SuF) (T86 SuF)                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| 7430052                                                                                                                                                                                                                                                   | 24" Planer, Super Flow.....<br>(Includes hydraulic depth adjust, 24" drum, hydraulic sideshift, hydraulic oscillation & 3/4" couplers and hoses) (Loader must be equipped with an Attachment Control Kit) (When used on loaders equipped with a 14-Pin Attachment Control Kit, a 14-Pin Attachment T-Harness Kit is required – See Page 1) |            | \$31,570.00 | 24.00%   | \$0.00   | \$23,993.20      |
| (S86 SuF) (T86 SuF)                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| 7430053                                                                                                                                                                                                                                                   | 48" Planer, Super Flow.....<br>(Includes hydraulic depth adjust, 48" drum, hydraulic sideshift, hydraulic oscillation & 3/4" couplers and hoses) (Loader must be equipped with an Attachment Control Kit) (When used on loaders equipped with a 14-Pin Attachment Control Kit, a 14-Pin Attachment T-Harness Kit is required – See Page 1) |            | \$41,837.00 | 24.00%   | \$0.00   | \$31,796.12      |
| *963 loader requires a Case Drain P/N 6806348 and an Attachment Control Kit for use with 18" and 24" Planers – see page 1.<br>Order Case Drain Kit from Bobcat Parts.                                                                                     |                                                                                                                                                                                                                                                                                                                                            |            |             |          |          |                  |
| Dealer Installed Accessories - Order From Sales                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                            |            | MSRP        | Discount | Assembly | Discounted Price |
| Part Number                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                |            |             |          |          |                  |

| Part Number | Description | Dealer Installed Accessories – Order From Sales | MSRP | Discount | Assembly | Discounted Price |
|-------------|-------------|-------------------------------------------------|------|----------|----------|------------------|
|-------------|-------------|-------------------------------------------------|------|----------|----------|------------------|

Water Kit

Note: Water Kits are available for use with the Planer attachments – see Water Kit page for details.

Dealer Installed Drums for 14" – 24" Planers

|         |                                                                        |  |            |        |        |            |
|---------|------------------------------------------------------------------------|--|------------|--------|--------|------------|
| 6905178 | 2 ½" Slot Cutting Drum.....                                            |  | \$2,215.00 | 24.00% | \$0.00 | \$1,683.40 |
|         | (For use in 14", 18" and 24" Planers) (With 21 bits) (Weight 89 lbs.)  |  |            |        |        |            |
| 6958406 | 4" Slot Cut Drum.....                                                  |  | \$2,157.00 | 24.00% | \$0.00 | \$1,639.32 |
|         | (For use in 14", 18" and 24" Planers) (With 24 bits)(Weight 111 lbs.)  |  |            |        |        |            |
| 6661408 | 6" All Purpose Drum.....                                               |  | \$2,825.00 | 24.00% | \$0.00 | \$2,147.00 |
|         | (For use in 14", 18" and 24" Planers) (With 34 bits) (Weight 150 lbs.) |  |            |        |        |            |
| 7165473 | 8" All Purpose Drum.....                                               |  | \$2,735.00 | 24.00% | \$0.00 | \$2,078.60 |
|         | (For use in 14", 18" and 24" Planers) (With 34 bits) (Weight 161 lbs.) |  |            |        |        |            |
| 7165485 | 12" All Purpose Drum.....                                              |  | \$3,531.00 | 24.00% | \$0.00 | \$2,683.56 |



# Bobcat

## Product Quotation

Quotation Number: MMB-03047

Date: 2023-03-28 21:08:53

|                                                                                                                                   |                                                                                                                             |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer Name/Address:                                                                                                            | Bobcat Delivering Dealer                                                                                                    | <b>ORDERS TO BE PLACED WITH:<br/>Contract Holder/Manufacturer</b>                                                                                                                              |
| JACKSON COUNTY PARKS &<br>RECREATION<br>22807 WOODS CHAPEL RD<br>BLUE SPRINGS, MO 64015<br>Phone: (816) 365-6436<br>Fax: 554-9749 | K.C. Bobcat, Blue Springs, MO<br>1450 SE US 40 HWY<br>BLUE SPRINGS MO 64014<br>Phone: (816) 229-4006<br>Fax: (816) 229-7631 | Clark Equipment Company<br>dba Bobcat Company<br>250 E Beaton Dr<br>West Fargo, ND 58078<br>Phone: 701-241-8719<br>Fax: 855-608-0681<br>Contact: Heather Messmer<br>Heather.Messmer@doosan.com |

| Description                                                                   | Part No                                                                                                                                                                                                                                                                                                                                                     | Qty      | Price Ea.          | Total              |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|--------------------|
| <b>T770 T4 Bobcat Compact Track Loader</b>                                    | <b>M0285</b>                                                                                                                                                                                                                                                                                                                                                | <b>1</b> | <b>\$60,577.30</b> | <b>\$60,577.30</b> |
| 92 HP Turbo Tier 4 Diesel Engine                                              | Lift Arm Support                                                                                                                                                                                                                                                                                                                                            |          |                    |                    |
| Air Intake Heater (Automatically Activated)                                   | Lift Path: Vertical                                                                                                                                                                                                                                                                                                                                         |          |                    |                    |
| Auxiliary Hydraulics: Variable Flow                                           | Lights, Front & Rear                                                                                                                                                                                                                                                                                                                                        |          |                    |                    |
| Backup Alarm                                                                  | Operator Cab                                                                                                                                                                                                                                                                                                                                                |          |                    |                    |
| Bob-Tach                                                                      | <ul style="list-style-type: none"> <li>Includes: Adjustable Suspension Seat, Top &amp; Rear Windows, Seat Bar, Seat Belt</li> <li>Roll Over Protective Structure (ROPS) meets SAE-J1040 &amp; ISO 3471</li> <li>Falling Object Protective Structure (FOPS) meets SAE-J1043 &amp; ISO 3449, Level I; (Level II is available through Bobcat Parts)</li> </ul> |          |                    |                    |
| Bobcat Interlock Control System (BICS)                                        | Parking Brake: Spring Applied, Pressure Released (SAPR)                                                                                                                                                                                                                                                                                                     |          |                    |                    |
| Controls: Bobcat Standard                                                     | Tracks: Rubber, 17.7" wide                                                                                                                                                                                                                                                                                                                                  |          |                    |                    |
| Engine/Hydraulic Systems Shutdown                                             | Warranty: 2 years, or 2000 hours whichever occurs first                                                                                                                                                                                                                                                                                                     |          |                    |                    |
| Horn                                                                          |                                                                                                                                                                                                                                                                                                                                                             |          |                    |                    |
| Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights |                                                                                                                                                                                                                                                                                                                                                             |          |                    |                    |
| <b>P69 Performance Package</b>                                                | <b>M0285-P06-P69</b>                                                                                                                                                                                                                                                                                                                                        | <b>1</b> | <b>\$5,219.20</b>  | <b>\$5,219.20</b>  |
| Power Bob-Tach                                                                | Hydraulic Bucket Positioning                                                                                                                                                                                                                                                                                                                                |          |                    |                    |
| 7-Pin Attachment Control Kit                                                  | Automatic Ride Control                                                                                                                                                                                                                                                                                                                                      |          |                    |                    |
| High Flow                                                                     | Reversing Fan                                                                                                                                                                                                                                                                                                                                               |          |                    |                    |
| 2-Speed                                                                       |                                                                                                                                                                                                                                                                                                                                                             |          |                    |                    |
| <b>C37 Comfort Package</b>                                                    | <b>M0285-P07-C37</b>                                                                                                                                                                                                                                                                                                                                        | <b>1</b> | <b>\$4,504.50</b>  | <b>\$4,504.50</b>  |
| Enclosed Cab with AC/Heat                                                     | Deluxe Instrument Panel with Keyless Start                                                                                                                                                                                                                                                                                                                  |          |                    |                    |
| Sound Reduction                                                               | Radio                                                                                                                                                                                                                                                                                                                                                       |          |                    |                    |
| Cab Accessories Package                                                       | Heated Cloth Air Ride Suspension Seat                                                                                                                                                                                                                                                                                                                       |          |                    |                    |
| Selectable Joystick Controls (SJC)                                            | M0285-R01-C04                                                                                                                                                                                                                                                                                                                                               | 1        | \$661.50           | \$661.50           |
| 80" Severe Duty Bucket                                                        | 7326129                                                                                                                                                                                                                                                                                                                                                     | 1        | \$2,037.56         | \$2,037.56         |
| 24" Planer, High Flow                                                         | M7017                                                                                                                                                                                                                                                                                                                                                       | 1        | \$17,530.92        | \$17,530.92        |
| --- Drum 24 Fastcut                                                           | M7017-R01-C04                                                                                                                                                                                                                                                                                                                                               | 1        | \$4,240.80         | \$4,240.80         |
| --- Attachment Control, 7 Pin (R, M- and M2-Series)                           | 7128426                                                                                                                                                                                                                                                                                                                                                     | 1        | \$259.30           | \$259.30           |

|                          |             |
|--------------------------|-------------|
| Total of Items Quoted    | \$95,031.08 |
| Dealer P.D.I.            | \$400.00    |
| Freight Charges          | \$1,951.00  |
| Dealer Assembly Charges  | \$247.50    |
| Quote Total - US dollars | \$97,629.58 |

**Notes:**

***\*Prices per the Missouri NASPO Construction - CC190249002***

***\*Terms Net 60 Days. Credit cards accepted.***

***\*FOB Destination***

***\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.***

***\*TID# 38-0425350***

***\*Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

***\*Quote valid for 30 days***

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER NUMBER**

**DELIVERY ADDRESS:** \_\_\_\_\_

**BILLING ADDRESS (if different than Ship To):** \_\_\_\_\_

**TAX EXEMPT?      \_\_\_\_\_YES      \_\_\_\_\_NO**

**Exempt in the State of** \_\_\_\_\_

**Tax Exempt ID:**

**FEDERAL -** \_\_\_\_\_

**STATE -** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

## NOTIFICATION OF STATEWIDE CONTRACT

Date: 7/12/22

CONTRACT TITLE: Construction Equipment

|                          |                                                                                                          |                         |
|--------------------------|----------------------------------------------------------------------------------------------------------|-------------------------|
| CURRENT CONTRACT PERIOD: | April 11, 2022 through April 10, 2023                                                                    |                         |
| RENEWAL INFORMATION:     | Original Contract Period:                                                                                | 4/11/19 through 4/10/20 |
|                          | Renewal Options Available:                                                                               | 1                       |
|                          | Potential Final Expiration:                                                                              | 4/10/2023               |
| BUYER INFORMATION:       | Ashley Hensley<br>573-751-3331<br><a href="mailto:ashley.hensley@oa.mo.gov">ashley.hensley@oa.mo.gov</a> |                         |

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.  
Local Purchase Authority should not be used to purchase supplies/services included  
in this contract

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

| CONTRACT NUMBER | SAM II VENDOR NUMBER/<br>MissouriBUYS SYSTEM ID | VENDOR INFORMATION                                                                                                                                                                                        | MBE/WBE | COOP PROCUREMENT |
|-----------------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------|
| CC190249001     | 7604338110 1/<br>MB00107572                     | CNH Industrial America LLC dba Case Construction<br>621 State Street<br>Racine, WI 53402<br>Contact: Tony Simpson<br><a href="mailto:Tony.Simpson@CASEce.com">Tony.Simpson@CASEce.com</a><br>262-636-6576 | No      | Yes              |



| CONTRACT NUMBER | SAM II<br>VENDOR<br>NUMBER/<br>MissouriBUYS<br>SYSTEM ID | VENDOR INFORMATION                                                                                                                                                                                                                                                                                                                  | MBE/<br>WBE | COOP<br>PROCURE<br>-MENT |
|-----------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|
| CC190249002     | 3804253500 0/<br>MB00045431                              | Clark Equipment Company dba Bobcat Company<br>250 East Beaton Dr<br>West Fargo, ND 58078<br>Contact: Randy Fuss<br><a href="mailto:Randy.Fuss@Doosan.com">Randy.Fuss@Doosan.com</a><br>701-241-8746<br>Jesse Rhealt<br><a href="mailto:Jesse.rhealt@doosan.com">Jesse.rhealt@doosan.com</a><br>701-241-8759                         | No          | Yes                      |
| CC190249003     | 3633877000 0/<br>MB00090194                              | John Deere Construction Retail Sales<br>1515 5 <sup>th</sup> Avenue<br>Moline, IL 61265<br>Contact: Mark Deakyne<br><a href="mailto:DeakyneMarkR@JohnDeere.com">DeakyneMarkR@JohnDeere.com</a><br>309-765-0294<br>Brooke Forsberg<br><a href="mailto:forsbergbrookl@johndeere.com">forsbergbrookl@johndeere.com</a><br>309-207-0431 | No          | Yes                      |
| CC190249004     | 7604338110 0/<br>MB00089717                              | CNH Industrial America LLC<br>500 Diller Ave<br>New Holland, PA 17557<br>Contact: Wayne Crow<br><a href="mailto:Wayne.crow@newholland.com">Wayne.crow@newholland.com</a><br>717-355-1683                                                                                                                                            | No          | Yes                      |
| CC200891001     | 37 0602744 0/<br>MB00146739                              | Caterpillar, Inc.<br>100 Northeast Adams Street<br>Peoria, IL 61629<br>Contact: Chad Bixby<br>309-256-7832<br><b>For orders use contract CC200891002 or<br/>CC200891004 depending on location.</b>                                                                                                                                  | No          | Yes                      |
| CC200891002     | 4207885400 4/<br>MB00105474                              | Altorfer, Inc. ( <b>Caterpillar Inc.</b> )<br>2600 6 <sup>th</sup> Street SW<br>Cedar Rapids, IA 52404<br>Contact: Brett Peters<br>573-248-7942                                                                                                                                                                                     | No          | Yes                      |
| CC200891004     | 4302633800 1/<br>MB00093168                              | John Fabick Tractor Company ( <b>Caterpillar Inc.</b> )<br>One Fabick Drive<br>Fenton, MO 63026<br>Contact: Joe Swayne<br>636-680-1313                                                                                                                                                                                              | No          | Yes                      |

**NOTE:** If ordering from Caterpillar Inc., please refer to the website [http://www.cat.com/en\\_US/support/dealer-locator.html](http://www.cat.com/en_US/support/dealer-locator.html) to verify if Altorfer, Inc. (CC200891002) or John Fabick Tractor Company (CC200891004) is the authorized distributor to order from.

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

| Contract Period                   | Issue Date | Summary of Changes                                                                                                                                                                                             |
|-----------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/11/22-4/10/23                   | 7/12/22    | All contracts renewed through 4/10/23.                                                                                                                                                                         |
| 4/11/21-4/10/22                   | 12/27/21   | CC190249001 renewed through 4/10/22.                                                                                                                                                                           |
| 4/11/21-4/10/22                   | 06/07/21   | CC190249004 has been renewed through 04/10/22.                                                                                                                                                                 |
| 4/11/21-4/10/22                   | 05/17/21   | Updated buyer information.                                                                                                                                                                                     |
| 4/11/21-4/10/22                   | 04/23/21   | Contracts CC190249002, CC190249003, CC200891001, CC200891002 and CC200891004 renewed through 04/10/22. Contract CC190249004 will be renewed in the near future.                                                |
| 4/11/20-4/10/21<br>6/4/20-4/10/21 | 03/25/21   | Combining statewide notices for contract series CC190249002-004 and contract series CC200891001-004.                                                                                                           |
| 4/11/20-4/10/21                   | 3/18/21    | Updated buyer information.                                                                                                                                                                                     |
| 4/11/20-4/10/21                   | 11/5/20    | Updated buyer information.                                                                                                                                                                                     |
| 4/11/20-4/10/21                   | 7/7/2020   | Contract CC190249004 has been renewed through April 10, 2021.                                                                                                                                                  |
| 4/11/20-4/10/21                   | 6/12/2020  | Contract CC190249003 has been renewed through April 10, 2021. The updated pricing page has been attached as Attachment 4.                                                                                      |
| 4/11/20-4/10/21                   | 5/5/2020   | Contract CC190249001 has been removed from the Statewide Notice since the contract had expired completely April 10, 2019. The updated pricing page for contract CC190249002 has been attached as Attachment 2. |
| 4/11/20-4/10/21                   | 4/21/20    | Contract CC190249002 has been renewed.                                                                                                                                                                         |
| 4/11/19-4/10/20                   | 9/20/19    | Updated buyer information                                                                                                                                                                                      |
| 4/11/19-4/10/20                   | 8/5/19     | Updated buyer information.                                                                                                                                                                                     |
| 4/11/19-4/10/20                   | 6/10/2019  | CC190249002, CC190249003, CC190249004 have been renewed.                                                                                                                                                       |
| 1/3/19-4/10/19                    | 1/3/2019   | Initial issuance of new statewide contract                                                                                                                                                                     |



## CONSTRUCTION EQUIPMENT – NASPO VALUEPOINT

**General:** The contracts identified herein have been awarded to serve State of Missouri agencies, political subdivisions or governmental entities specified by the State of Missouri for various types of construction equipment. The contracts are piggyback contracts off of current NASPO ValuePoint contracts established by the State of Oklahoma, Office of Management and Enterprise Services.

**Pricing:** Pricing is provided in accordance with the applicable percentage discounts off of current list prices found in the specific manufacturer catalogs. **Attachment #2** to this statewide notice provides current contract period net prices for all construction equipment available from Clark Equipment/Bobcat Company (CC190249002). **Attachment #3** to this statewide notice provides current contract period net prices for all construction equipment available from CNH America LLC/New Holland Agriculture (CC190249004). **Attachment #4** to this statewide notice provides current contract period net prices for all construction equipment available from John Deere Construction Retail Sales (CC190249003). **Attachment #5** to this statewide notice provides current contract period net prices for all construction equipment available from Caterpillar (CC200891001), Altorfer (CC200891002) and John Fabick Tractor Company (CC200891004).

Note: The attachments are separate from this Statewide Notice but they are available at the same website.

**Warranty:** Equipment furnished under these contracts is warranted for a minimum of one year after receipt of equipment or by the most favorable commercial warranty offered by the contractor given to any customer for such goods or services. The contractor's equipment sold under this contract comes with a standard 12-month warranty. The end users may purchase an extended warranty services agreement at the dealer's standard extended warranty service rate agreed upon by the end users and contractor's local dealer, prior to purchase of the new equipment. Any extended warranty service agreements shall be done as an off contract purchase as such services are not part of the contracts identified herein.

**Purchase Orders:** Under the contracts, State of Missouri agencies, political subdivisions or governmental entities specified by the State of Missouri must contact their "local preferred dealer" listed herein for the respective contractor being utilized. The agencies end users shall contact only the dealer that is located in your vicinity for the purchase of equipment. It shall be noted that no services are included under this contract. The contractor shall not begin work without a valid Purchase Order.

**Buy American:** In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, any goods purchased or leased by any public agency shall be manufactured or produced in the United States. If the equipment does not qualify for the Buy American Preference, the contractor's price(s) is increased by 10% in the evaluation for those items not eligible for the Buy American Preference. The following table indicates which equipment for each contractor does not qualify for the Buy American Preference and, therefore, for evaluation the prices for the construction equipment shall be increased by 10%.

| Contractor Name                                 | Equipment not eligible for the Buy American Preference                                                                                                                                                                                                                             |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clark Equipment Company dba Bobcat Company      | S70 Skid Steer, S450 Skid Steer, T450 Compact Track Loader, All Versahandlers, E10 Compact Excavator, E20 Compact Excavator, E63 Compact Excavator                                                                                                                                 |
| John Deere Construction Retail Sales            | Excavators                                                                                                                                                                                                                                                                         |
| CNH Industrial America LLC (New Holland brands) | Wheel Loaders, Telehandlers, Backhoe Loaders, Track Excavators (Large and Small Models)                                                                                                                                                                                            |
| Caterpillar, Inc.                               | Track Loaders, 906-920 Wheel Loaders, 120 Motor Grader, Articulated Trucks, 300.9-302.7 Excavators, 307, 307.5, 310 Excavators, D8 Dozer, 903 Wheel Loader, 950GC Wheel Loader, 3510, 357, 408, 514 Telehandlers, Backhoe Loaders, 303, 311-335 Excavators, and Wheeled Excavators |

**Quantity Discount:** The following contractors have offered an additional multiple Unit Discount if an agency is ordering multiple units, the agency adds the contractor's catalog discount to the multiple unit discount (ex: Discount + Multiple Unit Discount = Total Contract Discount). Discounts are based on the following schedule:

Clark Equipment Company dba Bobcat Company Quantity Discounts:

| <u>Quantity</u> | <u>Discounts</u> | <u>Published Price List</u> |
|-----------------|------------------|-----------------------------|
| 6 units         | 3%               | Current approved PPL        |

CNH America LLC (New Holland brands) Quantity Discounts:

| <u>Quantity</u>  | <u>Discounts</u> | <u>Published Price List</u> |
|------------------|------------------|-----------------------------|
| 2 – 3 units      | 1%               | Current approved PPL        |
| 4 – 5 units      | 2%               | Current approved PPL        |
| 6 – 9 units      | 3%               | Current approved PPL        |
| 10 or more units | 4%               | Current approved PPL        |

Caterpillar, Inc. will offer multiple unit discounts at selling dealer's discretion based on volume, history and availability.

Note: John Deere Construction Retail Sales did not provide a multiple unit discount.

**State of Missouri  
Office of Administration  
Division of Purchasing  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

| <b>Product Rating</b>                 | <b>Rate<br/>1-5, 5 best</b> |
|---------------------------------------|-----------------------------|
| Product meets your needs              |                             |
| Product meets contract specifications |                             |
| Pricing                               |                             |

| <b>Contractor Rating</b>           | <b>Rate<br/>1-5, 5 best</b> |
|------------------------------------|-----------------------------|
| Timeliness of delivery             |                             |
| Responsiveness to inquiries        |                             |
| Employee courtesy                  |                             |
| Problem resolution                 |                             |
| Recall notices handled effectively |                             |

**Comments:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
[teri.schulte@oa.mo.gov](mailto:teri.schulte@oa.mo.gov)

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

[illegible]

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

**A RESOLUTION** awarding a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of inmate clothing for use by the Department of Corrections to Bob Barker of Fuquay-Varina, NC, and Victory Supply of Mt. Pleasant, TN, under the terms and conditions of Invitation to Bid No. 124-22.

**RESOLUTION NO. 21240**, April 17, 2023

**INTRODUCED BY** Venessa Huskey, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 124-22 for the furnishing of inmate clothing for use by the Department of Corrections and,

WHEREAS, a total of sixty-four notifications were distributed and viewed and eight responses were received and evaluated, from the following:

**BIDDER**

Acme Supply Co., LTD  
Glen Cove, NY

Bob Barker  
Fuquay-Varina, NC

Bordova Innovations, Inc.  
Brooklyn, NY

Charm-Tex  
Ayden, NC

Goaltex Corp  
Syosset, NY

Mini Wing USA, Inc.  
Wilmington, DE

Sheyene Technology, Inc.,  
North Palm Beach, FL

Victory Supply  
Mt. Pleasant, TN

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the split award of a twelve-month term and supply contract, with one twelve-month option to extend, for the furnishing of these supplies to Bob Barker of Fuquay-Varina, NC, and Victory Supply of Mt. Pleasant, TN; and,

WHEREAS, a split award to the low bidders is recommended to ensure continued availability and variety of necessary supplies from multiple sources; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and hereby is, authorized to execute for the County any documents necessary 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 and any extension, to the extent that sufficient appropriations to the using agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21240 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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 is subject to annual appropriations.

4/12/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer



## Request for Legislative Action

Res. #21240  
Sponsor: Venessa Huskey  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                |                           |           |
|-------------------|----------------|---------------------------|-----------|
| Action Requested: | Resolution     | Res.Ord No.:              | 21240     |
| Sponsor(s):       | Venessa Huskey | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a Twelve-Month Term and Supply Contract with One Twelve Month Option to Extend, for the furnishing of Inmate Clothing for the Jackson County Sheriff's Office, Detention Center to be split between Bob Barker of Fuquay-Varina, NC and Victory Supply of Mt. Pleasant, TN, under the terms and conditions of Invitation to Bid No. 124-22.

### Request Summary

The Jackson County Sheriff's Office, Detention Center, requires a Term and Supply Contract for the furnishing of Inmate Clothing. The Purchasing Department issued Invitation to Bid No. 124-22 in repose to those requirements.

A total of sixty-four notifications were distributed and eight responses were received.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve-Month Term and Supply Contract with One Twelve-Month Option to Extend, for the furnishing of Inmate Clothing to Bob Barker of Fuquay-Varina, NC and Victory Supply of Mount Pleasant, TN. The anticipated annual spend is \$90,000.00. The RLA only approves the Term and Supply Contract. The funds were appropriated through the annual budget adoption. This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.

### Contact Information

|                    |                                   |                        |                       |
|--------------------|-----------------------------------|------------------------|-----------------------|
| <b>Department:</b> | Corrections                       | <b>Submitted Date:</b> | 4/3/2023              |
| <b>Name:</b>       | Deloris M. Wells                  | <b>Email:</b>          | DWells@jacksongov.org |
| <b>Title:</b>      | Deputy Director of Administration | <b>Phone:</b>          | 816-881-4210          |

### Budget Information

|                                                         |                                   |
|---------------------------------------------------------|-----------------------------------|
| Amount authorized by this legislation this fiscal year: | <b>!Unexpected End of Formula</b> |
| Amount previously authorized this fiscal year:          | \$ 0                              |
| Total amount authorized after this legislative action:  | \$                                |
| Is it transferring fund?                                | No                                |
| <b>Single Source Funding:</b>                           |                                   |

## Request for Legislative Action

|       |             |                    |                                   |
|-------|-------------|--------------------|-----------------------------------|
| Fund: | Department: | Line Item Account: | Amount:                           |
|       |             |                    | <b>!Unexpected End of Formula</b> |

### Prior Legislation

#### Prior Ordinances

|            |                 |
|------------|-----------------|
| Ordinance: | Ordinance date: |
|            |                 |

#### Prior Resolution

|             |                  |
|-------------|------------------|
| Resolution: | Resolution date: |
| 20614       | February 8, 2021 |

### Purchasing

|                                                                                            |                |
|--------------------------------------------------------------------------------------------|----------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes            |
| Chapter 10 Justification:                                                                  | Formal Bid     |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable |
| Certificate of Foreign Corporation Received:                                               | Yes            |
| Have all required attachments been included in this RLA?                                   | Yes            |

### Compliance

#### Certificate of Compliance

In Compliance

#### Minority, Women and Veteran Owned Business Program

Goals are waived - insufficient MBE or WBE firms available

MBE: .00%

WBE: .00%

VBE: .00%

#### Prevailing Wage

Not Applicable

### Fiscal Information

- 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.

## Request for Legislative Action

### History

Submitted by Corrections requestor: Deloris M. Wells on 4/3/2023. Comments:

Approved by Department Approver Diana L. Knapp on 4/3/2023 11:33:41 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/3/2023 1:36:52 PM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/4/2023 10:14:51 AM. Comments:

Approved by Budget Office Approver Mark Lang on 4/4/2023 12:24:51 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/4/2023 3:52:27 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:14:59 AM. Comments:



# Jackson County Detention Center

Office of the Jackson County Sheriff

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Sheriff Darryl Forté



TO: John Konon, Buyer  
FROM: Craig Mosher, Support Services Supervisor  
DATE: March 23, 2023  
RE: ITB 124-22 Inmate Clothing

Department of Corrections recommends the award of ITB 124-22 Inmate Clothing to two vendors. Bob Barker and Victory Supply will ensure the availability of products. It is estimated that \$90,000 will be spent in 2023 for the department under the contract.



# 124-22 - Inmate Clothing

## Scoring Summary

### Active Submissions

|                             | Total     | A - Purchasing<br>Evaluation | A-1 - Term and<br>Supply Contract<br>Page | A-2 - Statement of<br>Contractors<br>Qualifications |
|-----------------------------|-----------|------------------------------|-------------------------------------------|-----------------------------------------------------|
| Supplier                    | / 100 pts | / 0 pts                      | Pass/Fail                                 | Pass/Fail                                           |
| Bob Barker Company,<br>Inc. | 97.5      | 0                            | Pass                                      | Pass                                                |
| Victory Supply              | 82.5      | 0                            | Pass                                      | Pass                                                |
| Charm-Tex                   | 72.5      | 0                            | Pass                                      | Pass                                                |
| Bordova Innovations<br>Inc  | 64        | 0                            | Pass                                      | Pass                                                |
| Mini Wing USA               | 61.5      | 0                            | Pass                                      | Pass                                                |
| Sheyene Technology<br>Inc   | 47.5      | 0                            | Pass                                      | Pass                                                |



|                         |      |   |      |      |
|-------------------------|------|---|------|------|
| ACME SUPPLY CO.,<br>LTD | 39.5 | 0 | Pass | Pass |
| In                      | 36   | 0 | Pass | Pass |



| A-3 - Exhibit F -<br>Bidders Exceptions | A-4 - Bidders<br>Quotation Sheet | A-5 - Greater KC<br>Metropolitan Area<br>Information Memo | A-6 - Acknowledged<br>Receipt of Addenda | A-7 - Certificate of<br>Compliance |
|-----------------------------------------|----------------------------------|-----------------------------------------------------------|------------------------------------------|------------------------------------|
| Pass/Fail                               | Pass/Fail                        | Pass/Fail                                                 | Pass/Fail                                | Pass/Fail                          |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |
| Pass                                    | Pass                             | Pass                                                      | Pass                                     | Pass                               |



|      |      |      |      |      |
|------|------|------|------|------|
| Pass | Pass | Pass | Pass | Pass |
| Pass | Pass | Pass | Pass | Pass |





| A-8 - Affidavit | B - Department Evaluation | B-1 - Bidders Quotation Sheet | B-2 - Bidders Exceptions | B-3 - Contractors Qualifications |
|-----------------|---------------------------|-------------------------------|--------------------------|----------------------------------|
| Pass/Fail       | / 100 pts                 | / 50 pts                      | / 15 pts                 | / 35 pts                         |
| Pass            | 97.5                      | 47.5                          | 15                       | 35                               |
| Pass            | 82.5                      | 45                            | 15                       | 22.5                             |
| Pass            | 72.5                      | 25                            | 15                       | 32.5                             |
| Pass            | 64                        | 24                            | 15                       | 25                               |
| Pass            | 61.5                      | 32.5                          | 15                       | 14                               |
| Pass            | 47.5                      | 15                            | 15                       | 17.5                             |



|      |      |     |    |    |
|------|------|-----|----|----|
| Pass | 39.5 | 7.5 | 15 | 17 |
| Pass | 36   | 5   | 15 | 16 |

## Bidders Quotation Sheet Inmate Clothing

| No.                        | Description                                   | Est Qty | U/M   | Price     | Color Bid | Manufacturer Bid | Bid as Specified? |
|----------------------------|-----------------------------------------------|---------|-------|-----------|-----------|------------------|-------------------|
| <b>Women's Wear</b>        |                                               |         |       |           |           |                  |                   |
| 4.1                        | <b>Sport Bra; Sizes 32-46</b>                 | 75      | Dozen | \$ 18.99  | ORANGE    | BBC              | (YES) NO          |
| 4.2                        | <b>Briefs 3510R</b>                           |         |       |           |           |                  |                   |
|                            | Size 6                                        | 100     | Dozen | \$ 9.90   | ORANGE    | BBC              | (YES) NO          |
|                            | Size 8                                        | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 10                                       | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 12                                       | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 14 3510R *                               | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
|                            | Size 16 *                                     | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
|                            | Size 20 *                                     | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
| <b>Total for Sizes 4.2</b> |                                               |         |       | \$ 73.20  |           |                  |                   |
| 4.3                        | <b>Night Shirt NWNGR</b>                      | 40      | Dozen | \$ 63.00  | Grey      | BBC              | (YES) NO          |
| <b>Men's Wear</b>          |                                               |         |       |           |           |                  |                   |
| 4.4                        | <b>Undershirt</b>                             |         |       |           |           |                  |                   |
|                            | Size Small 673-SIZE                           | 100     | Dozen | \$ 30.45  | ORANGE    | BBC              | (YES) NO          |
|                            | Size Medium                                   | 100     | Dozen | \$ 30.45  |           |                  | YES NO            |
|                            | Size Large                                    | 200     | Dozen | \$ 30.45  |           |                  | YES NO            |
|                            | Size X-Large                                  | 200     | Dozen | \$ 32.45  |           |                  | YES NO            |
|                            | Size 2X-Large                                 | 200     | Dozen | \$ 38.95  |           |                  | YES NO            |
|                            | Size 3X-Large                                 | 200     | Dozen | \$ 38.95  |           |                  | YES NO            |
|                            | Size 4X-Large                                 | 100     | Dozen | \$ 35.95  |           |                  | YES NO            |
|                            | Size 5X-Large 2PC610R                         | 10      | Dozen | \$ 55.20  |           |                  | YES NO            |
|                            | Size 6X-Large                                 | 30      | Dozen | \$ 55.20  | ORANGE    | BBC              | (YES) NO          |
|                            | Size 7X-Large                                 | 20      | Dozen | \$ NA     |           |                  | YES NO            |
|                            | Size 8X-Large                                 | 10      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 9X-Large                                 | 10      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 10X-Large                                | 10      | Dozen | \$        |           |                  | YES NO            |
| <b>Total for Sizes 4.4</b> |                                               |         |       | \$ 348.05 |           |                  |                   |
| 4.5                        | <b>Under Shorts EBXBO</b>                     |         |       |           |           |                  |                   |
|                            | Size 32 Small                                 | 100     | Dozen | \$ 24.95  | ORANGE    | BBC              | (YES) NO          |
|                            | Size 36 Medium                                | 100     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 40 Large                                 | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 44 X-Large                               | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 48 2X-Large                              | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 52 3X-Large                              | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 56 4X-Large                              | 100     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 58 6X-Large                              | 50      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 7X-Large JERXO *                         | 30      | Dozen | \$ 25.00  |           |                  | YES NO            |
|                            | Size 8X-Large *                               | 30      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 9X-Large *                               | 20      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 10X-Large *                              | 20      | Dozen | \$        |           |                  | YES NO            |
| <b>Total for Sizes 4.5</b> |                                               |         |       | \$ 299.60 |           |                  |                   |
| <b>Footwear</b>            |                                               |         |       |           |           |                  |                   |
| 4.6                        | <b>Tennis Shoes, Slip-on; Men 2155NV-SIZE</b> |         |       |           |           |                  |                   |
|                            | Size Men 7                                    | 200     | Pair  | \$ 6.29   | NAVY      | BBC              | (YES) NO          |
|                            | Size Men 8                                    | 350     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 9                                    | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 10                                   | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 11                                   | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 12                                   | 200     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 13                                   | 200     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 14                                   | 50      | Pair  | \$        |           |                  | YES NO            |

Bob Barker Company, Inc.  
7925 Purfoy Rd.  
Fuquay Varina, NC 27526

\*  
Size  
14-20  
Sold in  
case of  
300ea.

Size  
7-10X  
Sold in  
case of  
120ea.



|      |                                                       |       |       |           |        |     |       |    |
|------|-------------------------------------------------------|-------|-------|-----------|--------|-----|-------|----|
|      | Size Men 15                                           | 50    | Pair  | \$ 6.29   | NAVY   | BBC | (YES) | NO |
|      | Size Men 16                                           | 10    | Pair  | \$ NA     |        |     | YES   | NO |
|      | Size Men 17                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 18                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 19                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 20                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Tennis Shoes, Slip-On; Women 2155NV                   |       |       |           |        |     |       |    |
|      | Size Women 5                                          | 20    | Pair  | \$ 6.29   | NAVY   | BBC | (YES) | NO |
|      | Size Women 6                                          | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 7                                          | 40    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 8                                          | 40    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 9                                          | 35    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 10                                         | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Total for Sizes 4.6                                   |       |       | \$ 94.35  |        |     |       |    |
| 4.7  | Tennis Shoes, Velcro Closures; Men FCNGB21-COLOR-SIZE |       |       |           |        |     |       |    |
|      | Size Men 5                                            | 10    | Pair  | \$ 5.65   | WHITE  | BBC | (YES) | NO |
|      | Size Men 6                                            | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 7                                            | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 8                                            | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 9                                            | 20    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 10                                           | 70    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 11                                           | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 12                                           | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 13                                           | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 14                                           | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 15                                           | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 16                                           | 12    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 17                                           | 12    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 18                                           | 12    | Pair  | \$ NA     |        |     | YES   | NO |
|      | Size Men 19                                           | 12    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 20                                           | 12    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Total for Sizes 4.7                                   |       |       | \$ 73.45  |        |     |       |    |
| 4.8  | Shower Shoes, Size X-Large                            | 650   | Dozen | \$ 9.85   | WHITE  | BBC | (YES) | NO |
| 4.9  | Molded Shoes FEVST35 (orange/black)                   |       |       |           |        |     |       |    |
|      | Size Men 5-6                                          | 9     | Dozen | \$ 53.88  | OR/BK  | BBC | (YES) | NO |
|      | Size Men 7-8 * alpha                                  | 9     | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 9-10 sized                                   | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 11-12 8-3XL                                  | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 13-14                                        | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 15-16                                        | 25    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Total for Sizes 4.9                                   |       |       | \$ 323.28 |        |     |       |    |
| 4.10 | Socks                                                 | 1300  | Dozen | \$ 4.99   | ORANGE | BBC | (YES) | NO |
|      | Jumpsuits & Jackets                                   |       |       |           |        |     |       |    |
| 4.11 | Jumpsuits - Orange Coverall J-JSNEP75-OR-SIZE         |       |       |           |        |     |       |    |
|      | Size Small * sold in                                  | 250   | Each  | \$ 17.05  | ORANGE | BBC | (YES) | NO |
|      | Size Medium case of                                   | 300   | Each  | \$ 14.05  | ↓      | ↓   | YES   | NO |
|      | Size Large 6 ea.                                      | 500   | Each  | \$ 14.67  | ↓      | ↓   | YES   | NO |
|      | Size X-Large                                          | 1,000 | Each  | \$ 15.00  | ↓      | ↓   | YES   | NO |
|      | Size 2X-Large * min.                                  | 1,000 | Each  | \$ 15.67  | ↓      | ↓   | YES   | NO |
|      | Size 3X-Large 144 ea                                  | 1,000 | Each  | \$ 16.00  | ↓      | ↓   | YES   | NO |
|      | Size 4X-Large per                                     | 1,000 | Each  | \$ 16.33  | ↓      | ↓   | YES   | NO |
|      | Size 5X-Large order.                                  | 600   | Each  | \$ 18.33  | ↓      | ↓   | YES   | NO |
|      | Size 6X-Large                                         | 400   | Each  | \$ 19.17  | ↓      | ↓   | YES   | NO |
|      | Size 7X-Large                                         | 60    | Each  | \$ 19.17  | ↓      | ↓   | YES   | NO |
|      | Size 8X-Large                                         | 60    | Each  | \$ 20.00  | ↓      | ↓   | YES   | NO |
|      | Size 9X-Large                                         | 60    | Each  | \$ 20.83  | ↓      | ↓   | YES   | NO |
|      | Size 10X-Large                                        | 60    | Each  | \$ 20.83  | ↓      | ↓   | YES   | NO |
|      | Jumpsuits - Blue Coverall J-JSNEP75-NV-SIZE           |       |       |           |        |     |       |    |
|      | Size Small                                            | 50    | Each  | \$ 14.05  | NAVY   | BBC | (YES) | NO |



|                                               |                        |          |      |           |          |         |     |     |    |
|-----------------------------------------------|------------------------|----------|------|-----------|----------|---------|-----|-----|----|
| Size Medium                                   | *Sold in               | 100      | Each | \$ 14.05  | NAVY     | BBC     | YES | NO  |    |
| Size Large                                    | case of                | 150      | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  | 6 ea.                  | 150      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 |                        | 200      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | *min 144               | 100      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | ea per                 | 75       | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order                  | 50       | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 30       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 30       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 30       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 25       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 25       | Each | \$ 20.83  | ↓        | ↓       | YES | NO  |    |
| Jumpsuits – Green Coverall J-JSNEP75-GRN-SIZE |                        |          |      |           |          |         |     |     |    |
| Size Small                                    | *Sold in               | 100      | Each | \$ 14.05  | GREEN    | BBC     | YES | NO  |    |
| Size Medium                                   | case of                | 100      | Each | \$ 14.05  |          |         | YES | NO  |    |
| Size Large                                    | 6/ea.                  | 125      | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  |                        | 125      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 | *min                   | 300      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | 144/ea                 | 300      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | per                    | 200      | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order                  | 100      | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 40       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 20       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 20       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 10       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 10       | Each | \$ 20.83  | ↓        | ↓       | YES | NO  |    |
| Jumpsuits – Khaki Coverall J-JSNEP75-KH-SIZE  |                        |          |      |           |          |         |     |     |    |
| Size Small                                    | *Sold in               | 50       | Each | \$ 14.05  | khaki    | BBC     | YES | NO  |    |
| Size Medium                                   | case of                | 50       | Each | \$ 14.05  |          |         | YES | NO  |    |
| Size Large                                    | 6/ea.                  | 60       | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  |                        | 100      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 | *min.                  | 125      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | 144/ea                 | 125      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | per                    | 100      | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order.                 | 50       | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 20       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 10       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 10       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 10       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 10       | Each | \$ 20.83  | ↓        | ↓       | YES | NO  |    |
| Total for Sizes & Colors 4.11                 |                        |          |      | \$ 896.40 |          |         |     |     |    |
| 4.12                                          | Jackets JZ652NVNP-SIZE |          |      |           |          |         |     |     |    |
|                                               | Size Medium            | *Sold in | 25   | Each      | \$ 26.00 | NEON YW | BBC | YES | NO |
|                                               | Size Large             | case of  | 25   | Each      | \$ 30.00 | ↓       | ↓   | YES | NO |
|                                               | Size X-Large           | 6/ea.    | 25   | Each      | \$ 33.33 |         |     | YES | NO |
|                                               | Size 2X-Large          |          | 30   | Each      | \$ 36.67 | ↓       | ↓   | YES | NO |
| Total for Sizes 4.12                          |                        |          |      | \$ 126.00 |          |         |     |     |    |

|                                                                |                             |
|----------------------------------------------------------------|-----------------------------|
| SIGNATURE: <u>Kat Malcolm</u>                                  | DATE: <u>1/19/23</u>        |
| NAME: (Print or Type) <u>KAT MALCOLM</u>                       | PHONE: <u>(800)334-9880</u> |
| TITLE: (Print or Type) <u>Contract Specialist</u>              | CELL:                       |
| COMPANY NAME: (Print or Type) <u>Bob Barker Co.</u>            | FAX: <u>(800) 322-7537</u>  |
| EMAIL ADDRESS: (Print or Type) <u>Bidnotices@bobbarker.com</u> |                             |

## Bidders Quotation Sheet

### Inmate Clothing

| No.                 | Description                | Est Qty | U/M   | Price       | Color Bid | Manufacturer Bid  | Bid as Specified?                       |    |
|---------------------|----------------------------|---------|-------|-------------|-----------|-------------------|-----------------------------------------|----|
| Women's Wear        |                            |         |       |             |           |                   |                                         |    |
| 4.1                 | Sport Bra; Sizes 32-46     | 75      | Dozen | \$ 20.47    | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
| 4.2                 | Briefs                     |         |       |             |           |                   |                                         |    |
|                     | Size 6                     | 100     | Dozen | \$8.97      | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 8                     | 100     | Dozen | \$8.97      | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 10                    | 100     | Dozen | \$9.93      | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 12                    | 100     | Dozen | \$9.93      | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 14                    | 20      | Dozen | \$10.93     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 16                    | 20      | Dozen | \$11.93     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 20                    | 20      | Dozen | \$15.93     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
| Total for Sizes 4.2 |                            |         |       | \$ 4,555.80 |           |                   |                                         |    |
| 4.3                 | Night Shirt                | 40      | Dozen | \$ NB       | NB        | NB                | <input checked="" type="checkbox"/> YES | NO |
| Men's Wear          |                            |         |       |             |           |                   |                                         |    |
| 4.4                 | Undershirt                 |         |       |             |           |                   | <input checked="" type="checkbox"/>     |    |
|                     | Size Small                 | 100     | Dozen | \$38.97     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Medium                | 100     | Dozen | \$38.97     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Large                 | 200     | Dozen | \$38.97     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size X-Large               | 200     | Dozen | \$38.97     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 2X-Large              | 200     | Dozen | \$48.60     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 3X-Large              | 200     | Dozen | \$48.60     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 4X-Large              | 100     | Dozen | \$48.60     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 5X-Large              | 10      | Dozen | \$52.40     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 6X-Large              | 30      | Dozen | \$52.40     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 7X-Large              | 20      | Dozen | \$82.99     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 8X-Large              | 10      | Dozen | \$99.44     | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 9X-Large              | 10      | Dozen | \$111.11    | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 10X-Large             | 10      | Dozen | \$122.40    | Orange    | Fruit of the Loom | <input checked="" type="checkbox"/> YES | NO |
| Total for Sizes 4.4 |                            |         |       | \$54,767.30 |           |                   |                                         |    |
| 4.5                 | Under Shorts               |         |       |             |           |                   |                                         |    |
|                     | Size 32 Small              | 100     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 36 Medium             | 100     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 40 Large              | 200     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 44 X-Large            | 200     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 48 2X-Large           | 200     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 52 3X-Large           | 200     | Dozen | \$18.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 56 4X-Large           | 100     | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 58 6X-Large           | 50      | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 7X-Large              | 30      | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 8X-Large              | 30      | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 9X-Large              | 20      | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size 10X-Large             | 20      | Dozen | \$19.74     | Orange    | VSI               | <input checked="" type="checkbox"/> YES | NO |
| Total for Sizes 4.5 |                            |         |       | \$23,675.00 |           |                   |                                         |    |
| Footwear            |                            |         |       |             |           |                   |                                         |    |
| 4.6                 | Tennis Shoes, Slip-on; Men |         |       |             |           |                   |                                         |    |
|                     | Size Men 7                 | 200     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 8                 | 350     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 9                 | 500     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 10                | 500     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 11                | 500     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 12                | 200     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 13                | 200     | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |
|                     | Size Men 14                | 50      | Pair  | \$ 4.44     | Navy      | VSI               | <input checked="" type="checkbox"/> YES | NO |

|      |                                    |       |       |              |                 |     |                                     |     |    |
|------|------------------------------------|-------|-------|--------------|-----------------|-----|-------------------------------------|-----|----|
|      | Size Men 15                        | 50    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 16                        | 10    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 17                        | 10    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 18                        | 10    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 19                        | 10    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 20                        | 10    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Tennis Shoes, Slip-On; Women       |       |       |              |                 |     |                                     |     |    |
|      | Size Women 5                       | 20    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Women 6                       | 25    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Women 7                       | 40    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Women 8                       | 40    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Women 9                       | 35    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Women 10                      | 25    | Pair  | \$ 4.44      | Navy            | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Total for Sizes 4.6                |       |       | \$ 12,365.40 |                 |     |                                     |     |    |
| 4.7  | Tennis Shoes, Velcro Closures; Men |       |       |              |                 |     |                                     |     |    |
|      | Size Men 5                         | 10    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 6                         | 10    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 7                         | 25    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 8                         | 50    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 9                         | 20    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 10                        | 70    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 11                        | 50    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 12                        | 50    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 13                        | 25    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 14                        | 10    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 15                        | 10    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 16                        | 12    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 17                        | 12    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 18                        | 12    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 19                        | 12    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 20                        | 12    | Pair  | \$ 5.64      | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Total for Sizes 4.7                |       |       | \$ 2,199.60  |                 |     |                                     |     |    |
| 4.8  | Shower Shoes, Size X-Large         | 650   | Dozen | \$ 12.24     | White           | VSI | <input checked="" type="checkbox"/> | YES | NO |
| 4.9  | Molded Shoes                       |       |       |              |                 |     |                                     |     |    |
|      | Size Men 5-6                       | 9     | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 7-8                       | 9     | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 9-10                      | 33    | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 11-12                     | 33    | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 13-14                     | 33    | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Men 15-16                     | 25    | Dozen | \$ 34.56     | Orange or black | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Total for Sizes 4.9                |       |       | \$ 4,907.52  |                 |     |                                     |     |    |
| 4.10 | Socks                              | 1300  | Dozen | \$ 6.87      | Orange          | VSI | <input checked="" type="checkbox"/> | YES | NO |
|      | Jumpsuits & Jackets                |       |       |              |                 |     |                                     |     |    |
| 4.11 | Jumpsuits – Orange Coverall        |       |       |              |                 |     |                                     |     |    |
|      | Size Small                         | 250   | Each  | \$ NB        | NB              | NB  | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Medium                        | 300   | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size Large                         | 500   | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size X-Large                       | 1,000 | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 2X-Large                      | 1,000 | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 3X-Large                      | 1,000 | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 4X-Large                      | 1,000 | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 5X-Large                      | 600   | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 6X-Large                      | 400   | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 7X-Large                      | 60    | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 8X-Large                      | 60    | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 9X-Large                      | 60    | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Size 10X-Large                     | 60    | Each  | \$           |                 |     | <input checked="" type="checkbox"/> | YES | NO |
|      | Jumpsuits – Blue Coverall          |       |       |              |                 |     |                                     |     |    |
|      | Size Small                         | 50    | Each  | \$ NB        | NB              | NB  | <input checked="" type="checkbox"/> | YES | NO |

|      |                                          |     |      |       |    |    |     |    |
|------|------------------------------------------|-----|------|-------|----|----|-----|----|
|      | Size Medium                              | 100 | Each | \$    |    |    | YES | NO |
|      | Size Large                               | 150 | Each | \$    |    |    | YES | NO |
|      | Size X-Large                             | 150 | Each | \$    |    |    | YES | NO |
|      | Size 2X-Large                            | 200 | Each | \$    |    |    | YES | NO |
|      | Size 3X-Large                            | 100 | Each | \$    |    |    | YES | NO |
|      | Size 4X-Large                            | 75  | Each | \$    |    |    | YES | NO |
|      | Size 5X-Large                            | 50  | Each | \$    |    |    | YES | NO |
|      | Size 6X-Large                            | 30  | Each | \$    |    |    | YES | NO |
|      | Size 7X-Large                            | 30  | Each | \$    |    |    | YES | NO |
|      | Size 8X-Large                            | 30  | Each | \$    |    |    | YES | NO |
|      | Size 9X-Large                            | 25  | Each | \$    |    |    | YES | NO |
|      | Size 10X-Large                           | 25  | Each | \$    |    |    | YES | NO |
|      | <b>Jumpsuits – Green Coverall</b>        |     |      |       |    |    |     |    |
|      | Size Small                               | 100 | Each | \$ NB | NB | NB | YES | NO |
|      | Size Medium                              | 100 | Each | \$    |    |    | YES | NO |
|      | Size Large                               | 125 | Each | \$    |    |    | YES | NO |
|      | Size X-Large                             | 125 | Each | \$    |    |    | YES | NO |
|      | Size 2X-Large                            | 300 | Each | \$    |    |    | YES | NO |
|      | Size 3X-Large                            | 300 | Each | \$    |    |    | YES | NO |
|      | Size 4X-Large                            | 200 | Each | \$    |    |    | YES | NO |
|      | Size 5X-Large                            | 100 | Each | \$    |    |    | YES | NO |
|      | Size 6X-Large                            | 40  | Each | \$    |    |    | YES | NO |
|      | Size 7X-Large                            | 20  | Each | \$    |    |    | YES | NO |
|      | Size 8X-Large                            | 20  | Each | \$    |    |    | YES | NO |
|      | Size 9X-Large                            | 10  | Each | \$    |    |    | YES | NO |
|      | Size 10X-Large                           | 10  | Each | \$    |    |    | YES | NO |
|      | <b>Jumpsuits – Khaki Coverall</b>        |     |      |       |    |    |     |    |
|      | Size Small                               | 50  | Each | \$ NB | NB | NB | YES | NO |
|      | Size Medium                              | 50  | Each | \$    |    |    | YES | NO |
|      | Size Large                               | 60  | Each | \$    |    |    | YES | NO |
|      | Size X-Large                             | 100 | Each | \$    |    |    | YES | NO |
|      | Size 2X-Large                            | 125 | Each | \$    |    |    | YES | NO |
|      | Size 3X-Large                            | 125 | Each | \$    |    |    | YES | NO |
|      | Size 4X-Large                            | 100 | Each | \$    |    |    | YES | NO |
|      | Size 5X-Large                            | 50  | Each | \$    |    |    | YES | NO |
|      | Size 6X-Large                            | 20  | Each | \$    |    |    | YES | NO |
|      | Size 7X-Large                            | 10  | Each | \$    |    |    | YES | NO |
|      | Size 8X-Large                            | 10  | Each | \$    |    |    | YES | NO |
|      | Size 9X-Large                            | 10  | Each | \$    |    |    | YES | NO |
|      | Size 10X-Large                           | 10  | Each | \$    |    |    | YES | NO |
|      | <b>Total for Sizes &amp; Colors 4.11</b> |     |      | \$    |    |    |     |    |
| 4.12 | <b>Jackets</b>                           |     |      |       |    |    |     |    |
|      | Size Medium                              | 25  | Each | \$ NB | NB | NB | YES | NO |
|      | Size Large                               | 25  | Each | \$    |    |    | YES | NO |
|      | Size X-Large                             | 25  | Each | \$    |    |    | YES | NO |
|      | Size 2X-Large                            | 30  | Each | \$    |    |    | YES | NO |
|      | <b>Total for Sizes 4.12</b>              |     |      | \$    |    |    |     |    |

|                                                                                                |                     |
|------------------------------------------------------------------------------------------------|---------------------|
| SIGNATURE:  | DATE: 2/10/2023     |
| NAME: (Print or Type) Evan Trommer                                                             | PHONE: 888-376-1205 |
| TITLE: (Print or Type) President                                                               | CELL: 615-815-9518  |
| COMPANY NAME: (Print or Type) Victory Supply LLC                                               | FAX: 931-325-5521   |
| EMAIL ADDRESS: (Print or Type) bids@victorysupplyinc.com                                       |                     |



# Bidders Quotation Sheet

## Inmate Clothing

| No.                        | Description                            | Est Qty | U/M   | Price     | Color Bid | Manufacturer Bid | Bid as Specified? |
|----------------------------|----------------------------------------|---------|-------|-----------|-----------|------------------|-------------------|
| <b>Women's Wear</b>        |                                        |         |       |           |           |                  |                   |
| 4.1                        | Sport Bra; Sizes 32-46                 | 75      | Dozen | \$ 18.99  | ORANGE    | BBC              | (YES) NO          |
| 4.2                        | Briefs 3510R                           |         |       |           |           |                  |                   |
|                            | Size 6                                 | 100     | Dozen | \$ 9.90   | ORANGE    | BBC              | (YES) NO          |
|                            | Size 8                                 | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 10                                | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 12                                | 100     | Dozen | \$ 9.90   |           |                  | YES NO            |
|                            | Size 14 3510R *                        | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
|                            | Size 16 *                              | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
|                            | Size 20 *                              | 20      | Dozen | \$ 11.20  |           |                  | YES NO            |
| <b>Total for Sizes 4.2</b> |                                        |         |       | \$ 73.20  |           |                  |                   |
| 4.3                        | Night Shirt NWNGR                      | 40      | Dozen | \$ 63.00  | Grey      | BBC              | (YES) NO          |
| <b>Men's Wear</b>          |                                        |         |       |           |           |                  |                   |
| 4.4                        | Undershirt                             |         |       |           |           |                  |                   |
|                            | Size Small 673-SIZE                    | 100     | Dozen | \$ 30.45  | ORANGE    | BBC              | (YES) NO          |
|                            | Size Medium                            | 100     | Dozen | \$ 30.45  |           |                  | YES NO            |
|                            | Size Large                             | 200     | Dozen | \$ 30.45  |           |                  | YES NO            |
|                            | Size X-Large                           | 200     | Dozen | \$ 32.45  |           |                  | YES NO            |
|                            | Size 2X-Large                          | 200     | Dozen | \$ 38.95  |           |                  | YES NO            |
|                            | Size 3X-Large                          | 200     | Dozen | \$ 38.95  |           |                  | YES NO            |
|                            | Size 4X-Large                          | 100     | Dozen | \$ 35.95  |           |                  | YES NO            |
|                            | Size 5X-Large 2PC610R                  | 10      | Dozen | \$ 55.20  |           |                  | YES NO            |
|                            | Size 6X-Large                          | 30      | Dozen | \$ 55.20  | ORANGE    | BBC              | (YES) NO          |
|                            | Size 7X-Large                          | 20      | Dozen | \$ NA     |           |                  | YES NO            |
|                            | Size 8X-Large                          | 10      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 9X-Large                          | 10      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 10X-Large                         | 10      | Dozen | \$        |           |                  | YES NO            |
| <b>Total for Sizes 4.4</b> |                                        |         |       | \$ 348.05 |           |                  |                   |
| 4.5                        | Under Shorts EBXBO                     |         |       |           |           |                  |                   |
|                            | Size 32 Small                          | 100     | Dozen | \$ 24.95  | ORANGE    | BBC              | (YES) NO          |
|                            | Size 36 Medium                         | 100     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 40 Large                          | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 44 X-Large                        | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 48 2X-Large                       | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 52 3X-Large                       | 200     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 56 4X-Large                       | 100     | Dozen | \$        |           |                  | YES NO            |
|                            | Size 58 6X-Large                       | 50      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 7X-Large JERXO *                  | 30      | Dozen | \$ 25.00  |           |                  | YES NO            |
|                            | Size 8X-Large *                        | 30      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 9X-Large *                        | 20      | Dozen | \$        |           |                  | YES NO            |
|                            | Size 10X-Large *                       | 20      | Dozen | \$        |           |                  | YES NO            |
| <b>Total for Sizes 4.5</b> |                                        |         |       | \$ 299.60 |           |                  |                   |
| <b>Footwear</b>            |                                        |         |       |           |           |                  |                   |
| 4.6                        | Tennis Shoes, Slip-on; Men 2155NV-SIZE |         |       |           |           |                  |                   |
|                            | Size Men 7                             | 200     | Pair  | \$ 6.29   | NAVY      | BBC              | (YES) NO          |
|                            | Size Men 8                             | 350     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 9                             | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 10                            | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 11                            | 500     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 12                            | 200     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 13                            | 200     | Pair  | \$        |           |                  | YES NO            |
|                            | Size Men 14                            | 50      | Pair  | \$        |           |                  | YES NO            |

Bob Barker Company, Inc.  
7925 Purfoy Rd.  
Fuquay Varina, NC 27526

\* Size 14-20 sold in case of 300ea.

Size 7-10X sold in case of 120ea.



|      |                                                       |       |       |           |        |     |       |    |
|------|-------------------------------------------------------|-------|-------|-----------|--------|-----|-------|----|
|      | Size Men 15                                           | 50    | Pair  | \$ 6.29   | NAVY   | BBC | (YES) | NO |
|      | Size Men 16                                           | 10    | Pair  | \$ NA     |        |     | YES   | NO |
|      | Size Men 17                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 18                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 19                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 20                                           | 10    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Tennis Shoes, Slip-On; Women 2155NV                   |       |       |           |        |     |       |    |
|      | Size Women 5                                          | 20    | Pair  | \$ 6.29   | NAVY   | BBC | (YES) | NO |
|      | Size Women 6                                          | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 7                                          | 40    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 8                                          | 40    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 9                                          | 35    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Women 10                                         | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Total for Sizes 4.6                                   |       |       | \$ 94.35  |        |     |       |    |
| 4.7  | Tennis Shoes, Velcro Closures; Men FCNGB21-COLOR-SIZE |       |       |           |        |     |       |    |
|      | Size Men 5                                            | 10    | Pair  | \$ 5.65   | WHITE  | BBC | (YES) | NO |
|      | Size Men 6                                            | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 7                                            | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 8                                            | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 9                                            | 20    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 10                                           | 70    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 11                                           | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 12                                           | 50    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 13                                           | 25    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 14                                           | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 15                                           | 10    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 16                                           | 12    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 17                                           | 12    | Pair  | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 18                                           | 12    | Pair  | \$ NA     |        |     | YES   | NO |
|      | Size Men 19                                           | 12    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Size Men 20                                           | 12    | Pair  | \$ ↓      |        |     | YES   | NO |
|      | Total for Sizes 4.7                                   |       |       | \$ 73.45  |        |     |       |    |
| 4.8  | Shower Shoes, Size X-Large                            | 650   | Dozen | \$ 9.85   | WHITE  | BBC | (YES) | NO |
| 4.9  | Molded Shoes FEVST35 (orange/black)                   |       |       |           |        |     |       |    |
|      | Size Men 5-6                                          | 9     | Dozen | \$ 53.88  | OR/BK  | BBC | (YES) | NO |
|      | Size Men 7-8 * alpha                                  | 9     | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 9-10 sized                                   | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 11-12 8-3XL                                  | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 13-14                                        | 33    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Size Men 15-16                                        | 25    | Dozen | \$ ↓      | ↓      | ↓   | YES   | NO |
|      | Total for Sizes 4.9                                   |       |       | \$ 323.28 |        |     |       |    |
| 4.10 | Socks                                                 | 1300  | Dozen | \$ 4.99   | ORANGE | BBC | (YES) | NO |
|      | Jumpsuits & Jackets                                   |       |       |           |        |     |       |    |
| 4.11 | Jumpsuits - Orange Coverall J-JSNEP75-OR-SIZE         |       |       |           |        |     |       |    |
|      | Size Small * sold in                                  | 250   | Each  | \$ 17.05  | ORANGE | BBC | (YES) | NO |
|      | Size Medium case of                                   | 300   | Each  | \$ 14.05  | ↓      | ↓   | YES   | NO |
|      | Size Large 6 ea.                                      | 500   | Each  | \$ 14.67  | ↓      | ↓   | YES   | NO |
|      | Size X-Large                                          | 1,000 | Each  | \$ 15.00  | ↓      | ↓   | YES   | NO |
|      | Size 2X-Large * min.                                  | 1,000 | Each  | \$ 15.67  | ↓      | ↓   | YES   | NO |
|      | Size 3X-Large 144 ea                                  | 1,000 | Each  | \$ 16.00  | ↓      | ↓   | YES   | NO |
|      | Size 4X-Large per                                     | 1,000 | Each  | \$ 16.33  | ↓      | ↓   | YES   | NO |
|      | Size 5X-Large order.                                  | 600   | Each  | \$ 18.33  | ↓      | ↓   | YES   | NO |
|      | Size 6X-Large                                         | 400   | Each  | \$ 19.17  | ↓      | ↓   | YES   | NO |
|      | Size 7X-Large                                         | 60    | Each  | \$ 19.17  | ↓      | ↓   | YES   | NO |
|      | Size 8X-Large                                         | 60    | Each  | \$ 20.00  | ↓      | ↓   | YES   | NO |
|      | Size 9X-Large                                         | 60    | Each  | \$ 20.83  | ↓      | ↓   | YES   | NO |
|      | Size 10X-Large                                        | 60    | Each  | \$ 20.83  | ↓      | ↓   | YES   | NO |
|      | Jumpsuits - Blue Coverall J-JSNEP75-NV-SIZE           |       |       |           |        |     |       |    |
|      | Size Small                                            | 50    | Each  | \$ 14.05  | NAVY   | BBC | (YES) | NO |



|                                               |                        |          |      |           |          |         |     |     |    |
|-----------------------------------------------|------------------------|----------|------|-----------|----------|---------|-----|-----|----|
| Size Medium                                   | *Sold in               | 100      | Each | \$ 14.05  | NAVY     | BBC     | YES | NO  |    |
| Size Large                                    | case of                | 150      | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  | 6 ea.                  | 150      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 |                        | 200      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | *min 144               | 100      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | ea per                 | 75       | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order                  | 50       | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 30       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 30       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 30       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 25       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 25       | Each | \$ 20.83  | ↓        | ↓       | YES | NO  |    |
| Jumpsuits – Green Coverall J-JSNEP75-GRN-SIZE |                        |          |      |           |          |         |     |     |    |
| Size Small                                    | *Sold in               | 100      | Each | \$ 14.05  | GREEN    | BBC     | YES | NO  |    |
| Size Medium                                   | case of                | 100      | Each | \$ 14.05  |          |         | YES | NO  |    |
| Size Large                                    | 6/ea.                  | 125      | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  |                        | 125      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 | *min                   | 300      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | 144/ea                 | 300      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | per                    | 200      | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order                  | 100      | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 40       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 20       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 20       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 10       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 10       | Each | \$ 20.83  | ✓        | ✓       | YES | NO  |    |
| Jumpsuits – Khaki Coverall J-JSNEP75-KH-SIZE  |                        |          |      |           |          |         |     |     |    |
| Size Small                                    | *Sold in               | 50       | Each | \$ 14.05  | khaki    | BBC     | YES | NO  |    |
| Size Medium                                   | case of                | 50       | Each | \$ 14.05  |          |         | YES | NO  |    |
| Size Large                                    | 6/ea.                  | 60       | Each | \$ 14.67  |          |         | YES | NO  |    |
| Size X-Large                                  |                        | 100      | Each | \$ 15.00  |          |         | YES | NO  |    |
| Size 2X-Large                                 | *min.                  | 125      | Each | \$ 15.67  |          |         | YES | NO  |    |
| Size 3X-Large                                 | 144/ea                 | 125      | Each | \$ 16.00  |          |         | YES | NO  |    |
| Size 4X-Large                                 | per                    | 100      | Each | \$ 16.33  |          |         | YES | NO  |    |
| Size 5X-Large                                 | order.                 | 50       | Each | \$ 18.33  |          |         | YES | NO  |    |
| Size 6X-Large                                 |                        | 20       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 7X-Large                                 |                        | 10       | Each | \$ 19.17  |          |         | YES | NO  |    |
| Size 8X-Large                                 |                        | 10       | Each | \$ 20.00  |          |         | YES | NO  |    |
| Size 9X-Large                                 |                        | 10       | Each | \$ 20.83  |          |         | YES | NO  |    |
| Size 10X-Large                                |                        | 10       | Each | \$ 20.83  | ↓        | ↓       | YES | NO  |    |
| Total for Sizes & Colors 4.11                 |                        |          |      | \$ 896.40 |          |         |     |     |    |
| 4.12                                          | Jackets JZ652NVNP-SIZE |          |      |           |          |         |     |     |    |
|                                               | Size Medium            | *Sold in | 25   | Each      | \$ 26.00 | NEON YW | BBC | YES | NO |
|                                               | Size Large             | case of  | 25   | Each      | \$ 30.00 | ↓       | ↓   | YES | NO |
|                                               | Size X-Large           | 6/ea.    | 25   | Each      | \$ 33.33 |         |     | YES | NO |
|                                               | Size 2X-Large          |          | 30   | Each      | \$ 36.67 | ↓       | ↓   | YES | NO |
| Total for Sizes 4.12                          |                        |          |      | \$ 126.00 |          |         |     |     |    |

|                                                         |                       |
|---------------------------------------------------------|-----------------------|
| SIGNATURE: <i>Kat Malcolm</i>                           | DATE: 1/19/23         |
| NAME: (Print or Type) KAT MALCOLM                       | PHONE: (800) 334-9880 |
| TITLE: (Print or Type) Contract Specialist              | CELL:                 |
| COMPANY NAME: (Print or Type) Bob Barker Co.            | FAX: (800) 322-7537   |
| EMAIL ADDRESS: (Print or Type) Bidnotices@bobbarker.com |                       |

# Jackson County Missouri

# Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,  
this Certificate of Compliance is hereby issued to:

Bob Barker Company, Inc.  
7925 PURFOY RD  
FUQUAY VARINA, NC 27526  
2023 Certificate: 20230216VC538

Issued: 2023-02-16

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

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Chief Compliance Review Officer  
Jackson County Missouri  
816-881-3302  
compliance@jacksonsongov.org

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

**A RESOLUTION** authorizing the County Executive to execute a Cost Share Agreement with the City of Lee's Summit, MO, for improvement to Langsford Road, at an actual cost to the County in the amount of \$69,803.00.

**RESOLUTION NO. 21241**, April 17, 2023

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, Langsford Road is partly within the City of Lee's Summit and partly within the unincorporated area of Jackson County; and,

WHEREAS, the City of Lee's Summit desires to mill and overlay the road; and,

WHEREAS, the planned roadwork consists of patching as needed, milling two inches of asphalt, replacing two inches of asphalt, and restriping; and,

WHEREAS, the work will take place in the spring or summer of 2023; and,

WHEREAS, County Public Works staff have agreed with City staff to recommend to the Legislature that the County bear thirty-two percent of the estimated costs of this work, \$69,803.00; and,

WHEREAS, the attached Cost Share Agreement sets out the rights and obligations of the County in this matter; 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 Cost Share Agreement with the City of Lee's Summit; 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.

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. 21241 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of the 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: 004 1506 58040  
ACCOUNT TITLE: Special Road & Bridge Fund  
Road & Bridge Maintenance  
Roads & Highways  
NOT TO EXCEED: \$69,803.00

  
Date

  
Chief Administrative Officer



**INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING FOR ROAD  
MAINTENANCE AND OVERLAY AND REGARDNG A CAPITAL IMPROVEMENT  
PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT AND JACKSON COUNTY  
TO MILL & OVERLAY LANGSFORD ROAD (WEST OF BLACKWHEEL TO  
WILDFLOWER.)**

This **INTERGOVERNMENTAL AGREEMENT ("Agreement")** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri municipal corporation ("City"), and **JACKSON COUNTY, MISSOURI**, a political subdivision of the state of Missouri ("County"), for the purpose of defining the roles and responsibilities of the parties with respect to a capital improvement project of the City and County with respect to an overlay of LANFSFORD ROAD (*400 feet west of Blackwell Road to Wild Flower Drive*).

WHEREAS, LANGSFORD ROAD is a roadway which runs within both the corporate limits of the City and outside the City's corporate limits under the jurisdiction of the County and is the subject of this Agreement approved by the City Council by passage of Ordinance No. \_\_\_\_\_, and approved by County Legislature by passage of Resolution No. \_\_\_\_\_ in which costs, roles and responsibilities were agreed upon; and

WHEREAS, the Improvements within the County's jurisdiction will be along Langsford Road from approximately 400 feet west of Blackwell Road to Wild Flower Drive. The design plans are attached hereto as Exhibit 1 and incorporated herein as if fully set forth ("Improvements" or "Project").

WHEREAS, the Improvements shall be funded through the Lee's Summit Capital Sales Tax Renewal and the County Road and Bridge Fund, which total cost is anticipated to be \$219,802.57 (Mill & Overlay FY24 bid cost) for the Improvements, with the Jackson County being responsible for \$69,802.57; and

WHEREAS, the parties agree that the City shall use its best efforts to maintain all Improvements covered under the Project upon completion of the Project in the same manner as it maintains its other roadways, within and without the City limits.

WHEREAS, this Agreement is intended to set forth the obligations of the parties with respect to said Improvements and in all other respects any other Intergovernmental Agreement regarding cost, construction and maintenance sharing shall remain in place.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and to facilitate the Improvements, the parties hereto agree as follows:

**1. Responsibilities of City**

**A. Bidding:** City has/and or will bid the work for the Improvements, pursuant to the City's internal competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.



## Exhibit A

**B. Selection of Contractor:** City shall approve the bid(s) selected for the award of contract(s) pursuant to its normal purchasing guidelines and practices.

**C. Contract for Work:** City shall enter into a contract with the successful bidder(s) to perform all or portions of the Improvements.

**D. Costs incurred for the improvements to Langsford Road:** The City shall bear 68% of the costs incurred for the Improvements.

**E. Maintenance:** Upon completion of the Improvements, all maintenance shall revert back to the COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL Dated June 25, 2008.

### **2. County Responsibilities**

**A.** County shall approve all proposed plans for the Improvements which are subject to this Agreement, provided such plans are consistent with those contained in Exhibit A.

**B. Ownership of Improvements:** Upon completion of the Improvements, County shall own all such Improvements located within its roadway jurisdiction and County shall continue ownership of any and all right-of-ways and roadways it currently owns or has ownership interest in.

**C. Right of Way Permits:** County shall cooperate with City to provide necessary right-of-way or other permits necessary for the City or its Contractors to perform the improvements or maintenance thereto. No charge shall be made for such permits for this one project.

**D. County Costs:** The County shall bear 32% percentage of the costs incurred for the Improvements.

### **3. Applicable Standards and Approvals**

**A. General Provisions:** City shall require contractor(s) to perform all work pursuant to this Agreement in accordance with all applicable federal, state and local laws, and the design standards of the City unless the County design standards are greater, in which case the County's design standards shall apply.

**B. Timing of Improvements:** City anticipates time to complete the improvements to be completed by October 2023. All work to be performed pursuant to this Agreement shall be performed in a timely manner in order to achieve completion by said date.

**C. Warranty:** City shall require every contractor performing work under this Agreement to provide no less than a one (1) year maintenance bond against material defects and workmanship.

**D. Bonding and Insurance:** City shall require all Contractors performing work pursuant to this Agreement to maintain performance, payment, and maintenance bonds in accordance with applicable law and shall require that the names of both City and County appear as co-obligee on any bond(s) securing performance, payment and maintenance with regard to any contract which includes work pursuant to this Agreement. City shall require all Contractors performing work pursuant to this agreement to procure and maintain in effect insurance sufficient to meet the limits required by the City and shall require that such policy name both City and County as additional insured with regards to any contract which includes work pursuant to this Agreement.

**E. Indemnification:** Any indemnification obligation imposed on any contractor pursuant to the work performed pursuant to this Agreement shall require such contractor to indemnify both City and County to the same extent.

**F. Prevailing Wage:** City shall require all contractor and subcontractors performing work pursuant to this Agreement to comply with all laws regarding the payment of prevailing wages.

**4. Complete Agreement:** This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties, provided that all other provisions of any other Intergovernmental Agreement not specifically amended by this Agreement or subsequent agreement shall remain in full force and effect and are not intended to be amended, deleted or in any manner changed except as provided herein.

**5. Sovereign Immunity** Both City and County agree that nothing herein shall be construed as a waiver of the City's sovereign immunity as provided for in the Revised Statutes of the State of Missouri, see RSMo. Sections 537.0600 et, seq. The parties further agree as follows:

**A.** County shall retain ultimate control over the Improvements located within its roadway jurisdiction.

**B.** The County's duties to provide roadways free of dangerous conditions shall continue to extend to the portions of Ranson Road covered by this Project and the Improvements.

**7. Captions.** Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.

**8. Authority.** The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by both parties.

**9. Jointly Drafted.** The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.

**10. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.

**11. Termination.** This Agreement may be terminated in writing by either party upon thirty (30) days' notice to the other party and prior to the commencement of any work pursuant to this Agreement.

**12. Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Independence, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

**13. Assignment.** Except as otherwise provided herein, neither party shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other party.

**14. Notice.** Any notice required under the terms of this Agreement shall be deemed to have been given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Notices to City shall be addressed as follows:

Director of Public Works  
City Hall, 220 SE Green Street  
Lee's Summit, Missouri 64063

Notices to County shall be addressed as follows:

Director of Public Works  
303 West Walnut  
Independence, MO 64050

**15. Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

**16. Agreement Contractual.** The terms and provisions of this Agreement are contractual and not mere recitals.

**17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Exhibit A

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMIT

JACKSON COUNTY

---

William A. Baird, Mayor

---

Frank White Jr. County Executive

---

ATTEST: City Clerk

---

ATTEST: County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

---

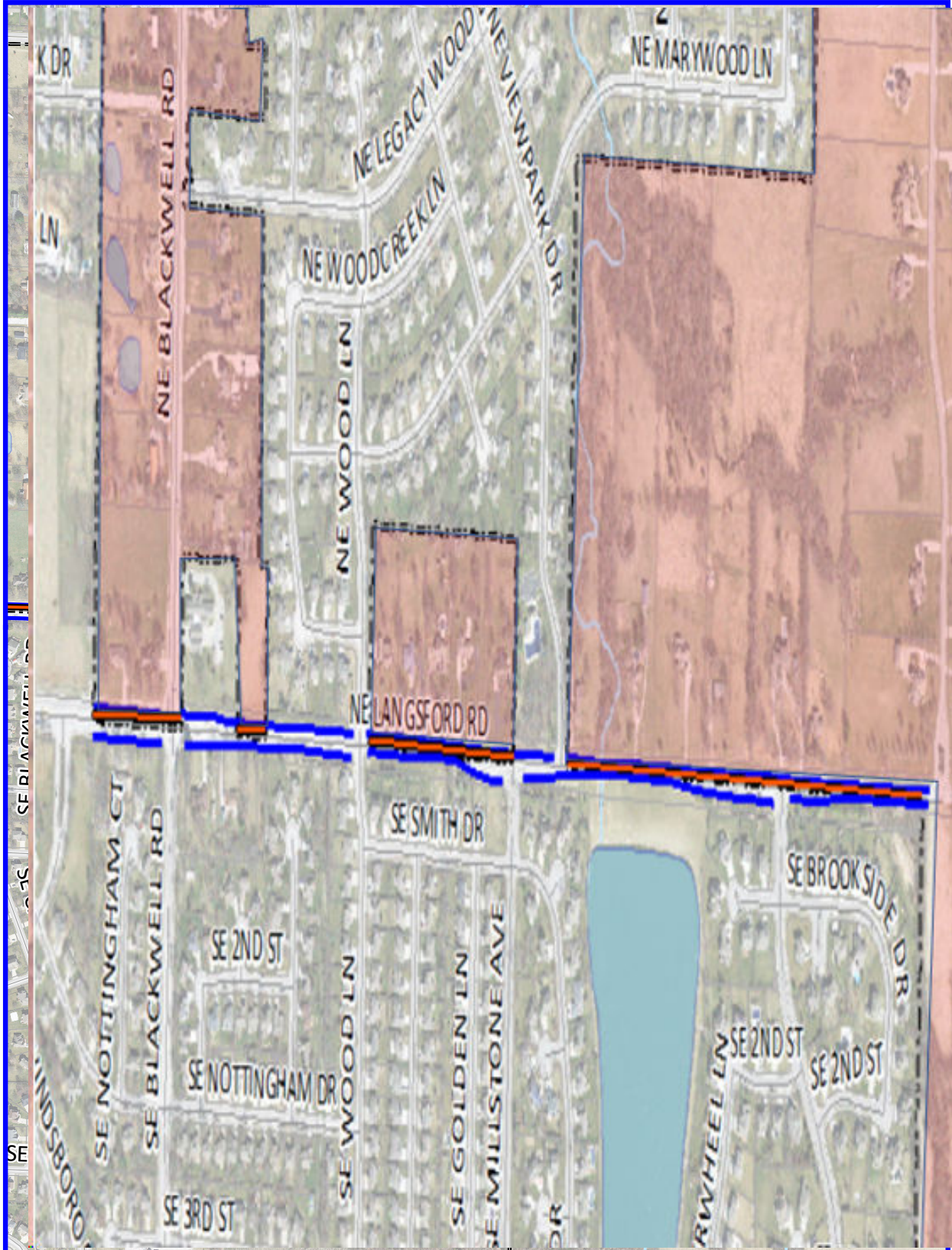
City Attorney Office

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County Counselor

## Exhibit 1

# Intergovernmental Agreement-Lee's Summit & Jackson County



### Legend

- Mill & Overlay RC5-01
- Jackson County
- LS City Boundary

Langsford Road



## Request for Legislative Action

Res. #21241  
Sponsor: Jeanie Lauer  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |              |                           |           |
|-------------------|--------------|---------------------------|-----------|
| Action Requested: | Resolution   | Res.Ord No.:              | 21241     |
| Sponsor(s):       | Jeanie Lauer | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

Authorize the County executive to execute an agreement with the City of Lees Summit Mo to share costs for improvements to Langsford Road.

### Request Summary

Langsford road is partly in the City of Lees Summit and partly in unincorporated Jackson County. The City of Lees Summit desires to mill and overlay the roadway. The work consists of patching as needed, milling 2 inches of asphalt, replacing with 2 inches of asphalt, and restriping. The work will take place this spring/summer. An agreement has been negotiated to accomplish the work and share the costs. Jackson County will bear approximately 32% of the costs which amount to \$69,802.57. We hereby request that the County Executive be authorized to sign the agreement.

### Contact Information

|                    |                |                        |                     |
|--------------------|----------------|------------------------|---------------------|
| <b>Department:</b> | Public Works   | <b>Submitted Date:</b> | 4/3/2023            |
| <b>Name:</b>       | Earl Newill    | <b>Email:</b>          | newillfam@yahoo.com |
| <b>Title:</b>      | Chief Engineer | <b>Phone:</b>          | 816-401-6401        |

### Budget Information

|                                                         |                                  |                          |          |
|---------------------------------------------------------|----------------------------------|--------------------------|----------|
| Amount authorized by this legislation this fiscal year: |                                  |                          | \$69,803 |
| Amount previously authorized this fiscal year:          |                                  |                          | \$ 0     |
| Total amount authorized after this legislative action:  |                                  |                          | \$69,803 |
| Is it transferring fund?                                |                                  |                          | No       |
| Single Source Funding:                                  |                                  |                          |          |
| Fund:                                                   | Department:                      | Line Item Account:       | Amount:  |
| 004 (Special Road & Bridge Fund)                        | 1506 (Road & Bridge Maintenance) | 58040 (Roads & Highways) | \$69,803 |

## Request for Legislative Action

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| <b>Purchasing</b>                                                                          |    |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification:                                                                  |    |
| Core 4 Tax Clearance Completed:                                                            |    |
| Certificate of Foreign Corporation Received:                                               |    |
| Have all required attachments been included in this RLA?                                   |    |

|                                                                                       |      |
|---------------------------------------------------------------------------------------|------|
| <b>Compliance</b>                                                                     |      |
| <b>Certificate of Compliance</b>                                                      |      |
| Not Applicable                                                                        |      |
| <b>Minority, Women and Veteran Owned Business Program</b>                             |      |
| Goals Not Applicable for following reason: Contract is with another government agency |      |
| MBE:                                                                                  | .00% |
| WBE:                                                                                  | .00% |
| VBE:                                                                                  | .00% |
| <b>Prevailing Wage</b>                                                                |      |
| Not Applicable                                                                        |      |

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

## Request for Legislative Action

### History

Submitted by Public Works requestor: Earl Newill on 4/3/2023. Comments:

Approved by Department Approver Lisa Honn on 4/5/2023 8:11:23 AM. Comments: Approving for Kristi due to a technical issue.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/5/2023 10:07:15 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/5/2023 12:19:40 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/5/2023 2:22:20 PM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/5/2023 3:26:29 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:15:56 AM. Comments:



### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: April 5, 2023

RES # 21241  
eRLA ID #: 866

| <u>Org Code</u> | <u>Description</u>                    | <u>Object Code</u> | <u>Description</u> | <u>Not to Exceed</u> |
|-----------------|---------------------------------------|--------------------|--------------------|----------------------|
| <b>004</b>      | <b>Special Road &amp; Bridge Fund</b> |                    |                    |                      |
| 1506            | Road & Bridge Maintenance             | 58040              | Roads & Highways   | \$ 69,803            |
|                 |                                       |                    |                    |                      |
|                 |                                       |                    |                    |                      |
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|                 |                                       |                    |                    |                      |
|                 |                                       |                    |                    | \$ 69,803            |

David Moyer  
Budget Office

## FY Overlay Program

| AREA | STREETNAME | From Street       | To Street   | Width | Lngh | APWA RC-501<br>(TONS) | MILL     | 2" FW MILLING<br>(S.Y.) | FULL DEPTH<br>PATCHING<br>(TONS) | Striping<br>Single<br>Yellow |
|------|------------|-------------------|-------------|-------|------|-----------------------|----------|-------------------------|----------------------------------|------------------------------|
| 14   | Langsford  | West of Langsford | 2 lots      | 24    | 467  | 148                   | FW       | 1,245                   | 8                                | 467                          |
| 14   | Langsford  | Lot east of FD    |             | 12    | 165  | 26                    | FW       | 220                     | 2                                | 165                          |
| 14   | Langsford  | 23210             | 23500       | 12    | 803  | 127                   | FW       | 1,071                   | 7                                | 803                          |
| 14   | Langsford  | 23602             | Wild Flower | 12    | 1978 | 313                   | FW       | 2,637                   | 16                               | 1978                         |
|      |            |                   |             |       |      |                       |          |                         |                                  |                              |
|      |            |                   |             |       |      |                       |          |                         |                                  |                              |
|      |            |                   |             |       |      | <b>614</b>            | <b>0</b> | <b>5,173</b>            | <b>33</b>                        | <b>3,413</b>                 |
|      |            |                   |             |       |      | <b><i>\$84.00</i></b> |          | <b><i>\$2.15</i></b>    | <b><i>\$147.00</i></b>           | <b><i>\$0.65</i></b>         |
|      |            |                   |             |       |      | <b>\$51,610.45</b>    |          | <b>\$11,123</b>         | <b>\$4,851</b>                   | <b>\$2,218</b>               |
|      |            |                   |             |       |      | <b>\$69,802.57</b>    |          |                         |                                  |                              |

| AREA | STREETNAME      | From Street              | To Street       | Width | Lngh | APWA RC-501<br>(TONS) | MILL     | 2" FW MILLING<br>(S.Y.) | FULL DEPTH<br>PATCHING<br>(TONS) | Striping<br>Single<br>Yellow |
|------|-----------------|--------------------------|-----------------|-------|------|-----------------------|----------|-------------------------|----------------------------------|------------------------------|
| 14   | NE LANGSFORD RD | 150' E of SE WINDSBORO D | NE BLACKWELL RD | 60    | 615  | 487                   | FW       | 4,100                   | 8                                | 615                          |
| 14   | NE LANGSFORD RD | NE BLACKWELL RD          | NE WOOD LN      | 40    | 1045 | 552                   | FW       | 4,644                   | 2                                | 1045                         |
| 14   | NE LANGSFORD RD | NE WOOD LN               | E CITY LIMITS   | 24    | 3260 | 1,032                 | FW       | 8,693                   | 7                                | 3260                         |
|      |                 |                          |                 |       |      | 0                     | FW       | 0                       | 16                               | 0                            |
|      |                 |                          |                 |       |      |                       |          |                         |                                  |                              |
|      |                 |                          |                 |       |      |                       |          |                         |                                  |                              |
|      |                 |                          |                 |       |      | <b>2,071</b>          | <b>0</b> | <b>17,438</b>           | <b>33</b>                        | <b>4,920</b>                 |
|      |                 |                          |                 |       |      | <b><i>\$84.00</i></b> |          | <b><i>\$2.15</i></b>    | <b><i>\$147.00</i></b>           | <b><i>\$0.65</i></b>         |
|      |                 |                          |                 |       |      | <b>\$173,963.58</b>   |          | <b>\$37,491</b>         | <b>\$4,851</b>                   | <b>\$3,198</b>               |
|      |                 |                          |                 |       |      | <b>\$219,503.80</b>   |          |                         |                                  |                              |



Langsford Rd  
X = county

Exhibit A

4 N

Project Limits

X - county

city limit





**Mill & Overlay FY24 Program (#8403132)**

**Owner: Lee's Summit MO, City of**

**03/29/2023 02:00 PM CDT**

**Opened by: Vince Schmoeger, Lisa Azimi**

|                  |                                                              |      |          | Engineer Estimate |                       | Amino Brothers Co., Inc. |                       | Superior Bowen Asphalt Co |                       | Metro Asphalt, Inc. |                       |
|------------------|--------------------------------------------------------------|------|----------|-------------------|-----------------------|--------------------------|-----------------------|---------------------------|-----------------------|---------------------|-----------------------|
| Line Item        | Item Description                                             | UofM | Quantity | Unit Price        | Extension             | Unit Price               | Extension             | Unit Price                | Extension             | Unit Price          | Extension             |
| 1                | Asphalt, APWA TYPE RC 5-01                                   | TON  | 33651    | \$92.51           | \$3,113,054.01        | \$84.00                  | \$2,826,684.00        | \$82.75                   | \$2,784,620.25        | \$92.95             | \$3,127,860.45        |
| 2                | Milling 2" depth, full width                                 | SY   | 280693   | \$2.38            | \$668,049.34          | \$2.15                   | \$603,489.95          | \$2.35                    | \$659,628.55          | \$2.65              | \$743,836.45          |
| 3                | Asphalt Patching, Full Depth                                 | TON  | 1683     | \$214.50          | \$361,003.50          | \$147.00                 | \$247,401.00          | \$195.00                  | \$328,185.00          | \$188.00            | \$316,404.00          |
| 4                | Pavement Marking - 4" Solid White High-Build Paint           | LF   | 37540    | \$0.43            | \$16,142.20           | \$0.65                   | \$24,401.00           | \$0.75                    | \$28,155.00           | \$0.70              | \$26,278.00           |
| 5                | Pavement Marking - 4" Broken White High-Build Paint          | LF   | 470      | \$0.43            | \$202.10              | \$0.65                   | \$305.50              | \$0.75                    | \$352.50              | \$0.70              | \$329.00              |
| 6                | Pavement Marking - 4" Solid Yellow High-Build Paint          | LF   | 48415    | \$0.43            | \$20,818.45           | \$0.65                   | \$31,469.75           | \$0.75                    | \$36,311.25           | \$0.70              | \$33,890.50           |
| 7                | Pavement Marking - 4" Broken Yellow High-Build Paint         | LF   | 2915     | \$0.43            | \$1,253.45            | \$0.65                   | \$1,894.75            | \$0.75                    | \$2,186.25            | \$0.70              | \$2,040.50            |
| 8                | Pavement Marking - 6" Solid White Pre-Formed Thermoplastic   | LF   | 1365     | \$7.13            | \$9,732.45            | \$11.00                  | \$15,015.00           | \$12.90                   | \$17,608.50           | \$12.00             | \$16,380.00           |
| 9                | Pavement Marking - 12" Solid White Pre-Formed Thermoplastic  | LF   | 110      | \$18.42           | \$2,026.20            | \$15.50                  | \$1,705.00            | \$18.15                   | \$1,996.50            | \$17.00             | \$1,870.00            |
| 10               | Pavement Marking - 12" Solid Yellow Pre-Formed Thermoplastic | LF   | 1283     | \$18.42           | \$23,632.86           | \$15.50                  | \$19,886.50           | \$18.15                   | \$23,286.45           | \$17.00             | \$21,811.00           |
| 11               | Pavement Marking - 24" Solid White Pre-Formed Thermoplastic  | LF   | 454      | \$27.72           | \$12,584.88           | \$26.00                  | \$11,804.00           | \$30.40                   | \$13,801.60           | \$30.00             | \$13,620.00           |
| 12               | Pavement Marking - Left Turn Arrow Pre-Formed Thermoplastic  | EA   | 75       | \$462.00          | \$34,650.00           | \$385.00                 | \$28,875.00           | \$450.00                  | \$33,750.00           | \$425.00            | \$31,875.00           |
| 13               | Pavement Marking - Right Turn Arrow Pre-Formed Thermoplastic | EA   | 31       | \$462.00          | \$14,322.00           | \$385.00                 | \$11,935.00           | \$450.00                  | \$13,950.00           | \$425.00            | \$13,175.00           |
| 14               | Pavement Marking - "ONLY" Symbol Pre-Formed Thermoplastic    | EA   | 2        | \$7.26            | \$14.52               | \$450.00                 | \$900.00              | \$525.00                  | \$1,050.00            | \$500.00            | \$1,000.00            |
| <b>Bid Total</b> |                                                              |      |          |                   | <b>\$4,277,485.96</b> |                          | <b>\$3,825,766.45</b> |                           | <b>\$3,944,881.85</b> |                     | <b>\$4,350,369.90</b> |

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

**A RESOLUTION** authorizing the County Executive to execute a License and Professional Services Agreement with Audacy-Kansas City, LLC, d/b/a KZPT, for the sponsorship of an event at Longview Lake, at an actual cost to the County in the amount of \$24,500.00.

**RESOLUTION NO. 21242**, April 17, 2023

**INTRODUCED BY** Charlie Franklin, County Legislator

WHEREAS, on November 23, 2023, the County and Audacy-Kansas City, LLC, d/b/a KZPT 99.7 The Point (“KZPT”), will celebrate the 26<sup>th</sup> Anniversary of “Christmas in the Sky,” which will feature a synchronized fireworks display and other entertainment in connection with the County’s “Christmas in the Park” display; and,

WHEREAS, “Christmas in the Sky” will serve as the grand opening for the County’s “Christmas in the Park,” one of the most popular holiday displays in the region; and,

WHEREAS, the Legislature acknowledges the benefits to the Jackson County and Kansas City communities of attracting an entertainment event to Jackson County which will promote good will and encourage family outings to the County’s park facilities; and,

WHEREAS, the County will contribute \$24,500.00 to assist with the production of the display and, in return, KZPT will provide the Parks + Rec Department \$24,500.00 worth of air time to be used for advertising Parks + Rec Department activities during 2023 and 2024; and,

WHEREAS, the attached License and Professional Services Agreement sets out the rights and obligations of the parties; now therefore,

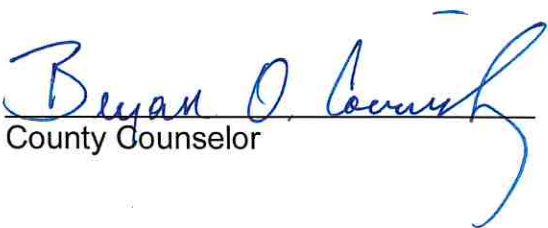
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached License and Professional Services Agreement with KZPT; and,

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 agreement.

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. 21242 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 003 1670 56210

ACCOUNT TITLE: Park Fund  
Special Events  
Advertising

NOT TO EXCEED: \$17,000.00

ACCOUNT NUMBER: 300 1670 56210

ACCOUNT TITLE: Park Enterprise Fund  
Special Events  
Advertising

NOT TO EXCEED: \$7,500.00

4/12/2023  
Date

  
Chief Administrative Officer





**JACKSON COUNTY**  
**Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
[MakeYourDayHere.com](http://MakeYourDayHere.com)

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

## MEMORANDUM

TO: Barbara Casamento, Purchasing Administrator

FROM: Michele Newman, Director, Parks + Rec

DATE: April 4, 2023

RE: Sole Source – Audacy/KZPT

Parks + Rec is requesting that this Resolution for Audacy/KZPT be approved once again as a Sole Source. The event, “Christmas in the Sky” originated from Entercom-Kansas City (now Audacy-Kansas City), and it was their original idea. They co-created this event and have ownership in its success.

Audacy provides thousands of dollars in promotional announcements and live interviews to promote the event. They also produce the 15-minute holiday fireworks soundtrack, carry the holiday fireworks program live, simulcasting on the KZPT airwaves, and they contract with the fireworks provider, running a like dollar amount of airtime to be used at our discretion throughout 2024.

This has been a successful inter-agency relationship for 25 years and is consistent with the Chapter 1030.1 of the Jackson County Code – Sole Source.



*Frank White, Jr., County Executive*

**Jackson County Parks + Rec  
AUDACY KANSAS, LLC**

**MEDIA PARTNERSHIP AGREEMENT**

THIS AGREEMENT made and entered into this 15th day of March, 2023, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called the "County") and Audacy Kansas, LLC, operator of radio station KZPT (hereinafter called "KZPT"), a wholly-owned subsidiary of Audacy Operations, Inc.

WITNESSETH:

WHEREAS the County hereby designates KZPT as the Media Partner for Jackson County's Christmas in the Sky ("the Event") at Longview Lake Beach (the "Property"), which will feature a fireworks display synchronized to a 20-minute holiday music soundtrack to air on KZPT, from approximately 7:40 pm – 8:00 pm on Wednesday, November 22, 2023; and

WHEREAS the County hereby grants to KZPT the opportunity to bring additional exhibitors and vendors to the Event; and

WHEREAS the County acknowledges the benefits to the success of the Event that a media partner can provide through marketing and promotion of the Event.

**IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:**

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

**1. Exhibitors.** KZPT may contract with exhibitors, vendors, and concessionaires ("Exhibitors") to occupy portions of the Property during the Event, subject to the County's approval of each Exhibitor, such approval not to be unreasonably withheld, conditioned, or delayed. Such Exhibitors shall be given time prior to the Event opening on Wednesday, November 22, 2023 to install exhibits, equipment, concessions and related materials for their on-site activities, and all such material shall be removed from said Property on or before 10:00 o'clock p.m. on Wednesday, November 22, 2023. In the event the Property is not vacated by KZPT and the Exhibitors on the above named date and time, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT, all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature, except to the extent caused by the gross negligence or willful misconduct of the County.

2. **Structures Allowed and Removal of Structures.** The County gives its permission for the temporary placement of tents or booths by KZPT and its Exhibitors. The locations of these structures are to be pre-approved by the County. Any expense for said tents and booths shall be borne by KZPT or the Exhibitors and any damage to said Property, caused by the placement or removal thereof by KZPT or any Exhibitor shall be paid by the party causing such damage. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-b below. KZPT and/or its Exhibitors may begin installation on Tuesday, November 21, 2023. KZPT must submit to the County a list of all participating Exhibitors by Friday, November 10, 2023. Electricity is not provided. Power to individual tents is to be provided by KZPT or the Exhibitor. Given that this Event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the Property with no less than eight to ten sets of light plants.

- a. KZPT may erect staging, hospitality tents and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County.
- b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.

3. **Fireworks and Fire Suppression.** KZPT shall contract J&M Displays of Yarmouth, IA, to provide at the Event an eighteen-minute fireworks program choreographed to a sound track airing on KZPT. The format and features of the program are subject to pre-approval by the County on or before August 31, 2023. KZPT is responsible for arranging for fire suppression through the fireworks provider. Requirements are one fire truck with appropriate number of operators at the Fireworks location (Kansas City Fire Department).

4. **Refuse and Waste Disposal.** The County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property. KZPT and its Exhibitors shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which the County shall provide at sites established for that purpose.

5. **Emergency Medical Services.** The County shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

6. **Law Observance.** Each of the County and KZPT, and their employees, agents and representatives connected with the Event, shall in the performance of this Agreement abide by, conform to, and comply with all of the applicable laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or

ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

7. **No Defacement or Destruction of Property and Conservation.** KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in these stipulations or otherwise restore the Property to its condition prior to the Event.

8. **Reserved Rights.** KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers, posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs.

9. **Promotion.** Each party shall provide the following Christmas in The Sky promotion and Christmas in The Park promotion at no cost to the other party:

**Christmas in the Sky**

KZPT to provide promotion to air November 6-22, 2023:

- Live Remote - 3 Hour Broadcast of Christmas in The Sky
- 20-minute holiday music program to be air on KZPT from approximately 7:40 – 8:00 pm on November 22, 2023
- On-Air Interview with a Jackson County Representative at a mutually agreeable time
- Jackson County Parks + Rec will be included in all promotional mentions as the presenting sponsor of Christmas in The Sky
- Promotion of the event thru social media and website
- KZPT and Jackson County will provide co-emcee for Stage Production at Christmas in The Sky

Jackson County and Jackson County Parks + Rec provide:

- KZPT logo, link and/or tag on [makeyourdayhere.com](http://makeyourdayhere.com), [jacksongov.org](http://jacksongov.org), and social media outlets for both Jackson County Parks + Rec and Jackson County, Mo
- Minimum of 75 passes to Beachfront Viewing Party for KZPT associates, clients, and sponsors.
- Minimum of five Beachfront Viewing Party passes and Christmas in the Park gifts for on-air giveaways.
- Opportunity for KZPT to monetize the event through sponsorship, pending approval of Jackson County.

### **Christmas in The Park**

KZPT to provide promotion to air, November 22-December 31, 2023

- Christmas in the Park to be promoted only as a Jackson County Parks + Rec sponsored event.
- Minimum of 60x :30 On-Air promotional announcements
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- Minimum of 75x live announcements November 22 – December 31
- Christmas In the Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at [www.997thepoint.com](http://www.997thepoint.com)
- Image and link in e-blast to KZPT's VIP Club
- Inclusion on KZPT social media (Facebook/Insta/Twitter) throughout promotional period.

Jackson County Parks + Rec will provide:

- 16-foot lighted, animated holiday display to KZPT, visible to up to 90,000 cars and 250,000+ individuals throughout the holiday season.

**10. Concessions.** Regarding the operation by Exhibitors secured by KZPT of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:

- a. The County shall approve all facilities by number, type, and location.
- b. The County shall approve all concessions as to vendor, personnel, and products to be offered.
- c. KZPT shall require that all Exhibitors with booths serving food/drink obtain and have available on-site all temporary food permits and documents required by the State and County for the operation of concession stands.
- d. The concession stands may sell sandwiches, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
- e. KZPT shall require that all applicable Exhibitors be responsible for assuring that food handling personnel follow applicable state and local food service regulations.
- f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
- g. KZPT shall require that all applicable Exhibitors adhere to the following conditions in all food service operations:
  - 1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service.
  - 2) Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently.
  - 3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands.

- 4) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
- 5) No food items shall be stored on ice in which drinks are to be cooled.
- 6) Adequate fire extinguishers in concession cooking areas.

**11. No Responsibility for KZPT Property on County Premises.** KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT, Exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license, except to the extent caused by the gross negligence or willful misconduct of the County.

**12. Indemnification and Insurance.** KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any of KZPT's employees, contractors, or KZPT's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County or any of its employees, agents, contractors or vendors. In the event any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's Workers' Compensation Law and Employer's liability of \$100,000 each accident, or each employee for disease, subject to a \$500,000 aggregate for disease. KZPT shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a \$3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT or its contractors with limits of liability not less than the following:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 4, 2023 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

**13. Security.** Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

**14. Allocation of Revenue.** The County, as the event producer, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide \$24,500 towards the fireworks for Christmas in the Sky, consisting of a \$24,500 lump sum payment to KZPT. The County is also providing \$45,500 in services to include: stage/sound/lighting, port-a-pots, light plants, catering, traffic control, EMS, and entertainment), as well as in-kind services valued at \$10,000. Jackson County Parks + Rec will receive \$24,500 in air-time to be used at the discretion of Jackson County Parks + Rec in 2023 on any Audacy Kansas, LLC Station in accordance with the terms of the Master Trade Agreement.

**15. Sales Tax.** Exhibitors shall be wholly responsible for the collection and payment of all state and local sales and use taxes due from the sale of food, beverages, and other merchandise at the Event.

**16. Conditions Precedent.** The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

**17. Approval, Consent, and Notice.** Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to KZPT shall be made or given by or to its SVP/Market Manager. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.

To County: Michele Newman, Director  
Department of Parks + Rec

Jackson County, Missouri  
22807 Woods Chapel Road  
Blue Springs, MO 64015

To KZPT: Roxanne Marati, Market Manager  
Audacy Kansas City, LLC d/b/a KZPT  
7000 Squibb Road  
Mission, KS 66202

For legal notices, with a copy to:  
Audacy Kansas City  
2400 Market Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Legal Dept.

**18. Force Majeure.** The inability of either party to commence or complete its obligations hereunder or canceling or delaying the Event that results from delays or situations caused, directly or indirectly, by strikes, insurrection, floods, fires, riots, acts of God, war, emergencies, terrorist threats (including general threats) or activities, any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders or other causes beyond a party's reasonable control shall not be deemed a breach of a party's obligations hereunder. In the event that due to such causes the Event is cancelled by a party, neither party shall have any obligation to the other hereunder; provided, however, that, if feasible, the parties may decide to negotiate a mutually agreeable alternative date for the Event, which alternative date (if any) shall be evidenced in writing signed by both parties.

**20. General.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements or other communications between the parties with respect to the subject matter hereof. This Agreement shall be binding upon heirs, successors, assigns and legal representatives of the parties hereto and inure to the benefit of permitted successors and assigns. No provision of this Agreement may be waived or modified, in whole or in part, except by a written agreement signed by each of the parties. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under that or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance. This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth or State in which the Event is being held, without regard to its conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any



other electronic means will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

**JACKSON COUNTY, MISSOURI**

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

APPROVED AS TO FORM:


\_\_\_\_\_  
Bryan Covinsky  
Jackson County Counselor

\_\_\_\_\_  
Michele Newman, Director  
Jackson County Parks + Rec

ATTEST:

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

**AUDACY KANSAS, LLC**

By:   
\_\_\_\_\_  
Roxanne Marati  
SVP/Market Manager  
Audacy Kansas, LLC d/b/a KZPT

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$24,500 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of the Department of Finance  
Account No. \_\_\_\_\_

:MTA #



Station: KZPT

## Master Trade Agreement

## Section 1 - Advertiser Information

Date: 3/29/2023 Corp ☐ Partnership ☐ Individual ☐

\* Advertiser Name: JACKSON COUNTY PARKS+REC Tax ID #: \_\_\_\_\_

Agency Name: \_\_\_\_\_

To be Logged As: \_\_\_\_\_

Street (not P.O. Box): 22807 Woods Chapel Road

City, State Zip: Blue Springs, Mo 64015

Mailing Address: 22807 Woods Chapel Road

City, State Zip: Blue Springs, Mo 64015

Phone Number: 816-503-4800 Fax Number: \_\_\_\_\_

Contact Name: Marcy Caldwell OR Michele Newman

Acct Exec Name: Tara Ard AE#: \_\_\_\_\_

\* Advertiser information must always be the company that the exchange of goods will be with.

## Section 2 - Agreement Specifics

Airtime \$: 24,500 Valid from: 1/1/2024 Goods/Services \$: 24,500 Valid from: 11/22/2023

Non-commissionable Valid to: 12/31/2024 Valid to: 11/22/2023

1 yr maximum 1 yr maximum

Product to be Advertised:

Goods/Services to be rendered by Station:

JCP+R activities and services

Fireworks for Christmas in the Sky event

## Section 3 - Terms &amp; Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in Station's Radio Broadcast Agreement except as modified herein. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herein, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upon receipt of Station's invoice. Station will use its best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time, to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without further notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the President or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser shall indemnify, defend and hold harmless Station for any and all claims, demands, costs or expenses, including reasonable attorney's fees arising out of a claim by any person for a commission in connection herewith. Advertiser agrees to supply Station the goods/services that are described herein in exchange for the Broadcast Advertising specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The value or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. The terms and conditions contained herein shall apply to all purchases of goods and services hereunder by Station and no misunderstanding, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms. If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herein.

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

STATION: Audacy

ADVERTISER: \_\_\_\_\_

OFFICIAL TITLE: Marcy Caldwell

OFFICIAL TITLE: \_\_\_\_\_

Must be signed by Station VP or General Manager

Must be signed by Owner or Legal Officer

DATE: 3/28/2023

DATE: \_\_\_\_\_

## Request for Legislative Action

Resolution No.: 21242  
Sponsor: Charlie Franklin  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |                  |                           |           |
|-------------------|------------------|---------------------------|-----------|
| Action Requested: | Resolution       | Res.Ord No.:              | 21242     |
| Sponsor(s):       | Charlie Franklin | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize']

**Project/Title:**

A Resolution authorizing the County Executive to approve a partnership agreement between Jackson County, Missouri, and Audacy-Kansas City dba: KZPT of Kansas City, Missouri for use by the Parks + Rec Department for the 2023 Christmas in the Sky event.

### Request Summary

A Resolution authorizing the County Executive to approve a partnership agreement between Jackson County, Missouri, and Audacy-Kansas City dba: KZPT of Kansas City, Missouri for use by the Parks + Rec Department for the 2023 Christmas in the Sky event.

This year, we are proudly celebrating the 26th Anniversary of Christmas in the Sky, presented by Jackson County and Audacy-Kansas City, dba, KZPT 99.7 The Point. Christmas In the Sky serves as the Grand Opening for Christmas in the Park. The event features a 2-hour Holiday Musical Stage Production, the arrival of Santa and the First Gift of Christmas, and a spectacular fireworks display, synchronized to holiday music, and simulcast on KZPT. This RLA would authorize a payment in the amount of \$24,500 to KZPT to provide the fireworks, holiday music soundtrack and simulcast, as well as on-air and on-line promotional services for the event.

Jackson County is entering into an Advertising Trade Agreement with Audacy/KZPT. Audacy-Kansas City will provide Jackson County Parks + Rec with \$24,500 worth of airtime to be used at the discretion of Jackson County Parks + Rec in 2024 on KZPT/99.7 The Point, WDAF/106.5 The Wolf, and KCSP/610 Sports. This advertising will greatly benefit a variety of Park events and attractions.

Parks + Rec is requesting that this Resolution be approved once again as a Sole Source. The event, "Christmas in the Sky," originated from the radio station, who brought the idea to Parks + Rec in 1997 to celebrate the opening of Jackson County's 10th Christmas in the Park event. Audacy/KZPT has ownership in the creation and the success of this event. It has been a successful inter-agency agreement for 25 years, and is, once again, a sole source partnership.

Christmas in the Sky and Christmas in the Park have become a family holiday tradition for more than 200,000 patrons annually.

*TERM: This agreement will be for the Christmas in the Sky event on November 23, 2023, with the Parks + Rec Department having access to Advertising Services throughout the year in 2024.*

## Request for Legislative Action

| Contact Information |                               |                 |                          |
|---------------------|-------------------------------|-----------------|--------------------------|
| Department:         | Parks + Rec                   | Submitted Date: | 4/7/2023                 |
| Name:               | Marcy Caldwell                | Email:          | mcaldwell@jacksongov.org |
| Title:              | Event + Marketing Coordinator | Phone:          | 816-503-4831             |

| Budget Information                                      |                       |                     |          |
|---------------------------------------------------------|-----------------------|---------------------|----------|
| Amount authorized by this legislation this fiscal year: |                       |                     | \$24,500 |
| Amount previously authorized this fiscal year:          |                       |                     | \$24,500 |
| Total amount authorized after this legislative action:  |                       |                     | \$49,000 |
| Is it transferring fund?                                |                       |                     | No       |
| Single Source Funding:                                  |                       |                     |          |
| Fund:                                                   | Department:           | Line Item Account:  | Amount:  |
| 003 (Park Fund)                                         | 1670 (Special Events) | 56210 (Advertising) | \$17,000 |
| 300 (Park Enterprise Fund)                              | 1670 (Special Events) | 56210 (Advertising) | \$7,500  |

| Prior Legislation |                  |
|-------------------|------------------|
| Prior Ordinances  |                  |
| Ordinance:        | Ordinance date:  |
|                   |                  |
| Prior Resolution  |                  |
| Resolution:       | Resolution date: |
| 21049             | October 3, 2022  |
| 20808             | November 8, 2021 |

| Purchasing                                                                                 |                |
|--------------------------------------------------------------------------------------------|----------------|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | Yes            |
| Chapter 10 Justification:                                                                  | Sole Source    |
| Core 4 Tax Clearance Completed:                                                            | Not Applicable |
| Certificate of Foreign Corporation Received:                                               | Not Applicable |
| Have all required attachments been included in this RLA?                                   | Yes            |

| Compliance                |
|---------------------------|
| Certificate of Compliance |

## Request for Legislative Action

|                                                           |      |
|-----------------------------------------------------------|------|
| In Compliance                                             |      |
| <b>Minority, Women and Veteran Owned Business Program</b> |      |
| Goals Not Applicable for following reason: Sole Source    |      |
| MBE:                                                      | .00% |
| WBE:                                                      | .00% |
| VBE:                                                      | .00% |
| <b>Prevailing Wage</b>                                    |      |
| Not Applicable                                            |      |

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

## Request for Legislative Action

### History

Submitted by Parks + Rec requestor: Marcy Caldwell on 4/7/2023. Comments:

Returned for more information by Department Approver Michele Newman on 4/7/2023 9:43:04 AM.  
Comments: please review account code

Submitted by Requestor Marcy L. Caldwell on 4/7/2023 9:50:53 AM. Comments:

Approved by Department Approver Michele Newman on 4/7/2023 9:58:50 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/7/2023 10:04:53 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/7/2023 10:49:55 AM. Comments:

Returned for more information by Budget Office Approver David B. Moyer on 4/7/2023 11:43:25 AM.  
Comments: Insufficient funds (003-1601-56790). Please transfer funds.

Submitted by Requestor Marcy L. Caldwell on 4/7/2023 2:00:20 PM. Comments:

Approved by Department Approver Michele Newman on 4/7/2023 2:36:59 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 4/10/2023 9:56:08 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 4/10/2023 10:01:44 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/10/2023 11:17:00 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 4/10/2023 3:39:02 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 11:16:55 AM. Comments:

### Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: April 10, 2023

|            |       |
|------------|-------|
| RES #      | 21242 |
| eRLA ID #: | 869   |

[illegible]

David Moyer  
Budget Office

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

**A RESOLUTION** recognizing the 20<sup>th</sup> year of the Cesar E. Chavez Scholarship awarded annually to a deserving Kansas City metropolitan high school student of Hispanic or Latino descent.

**RESOLUTION NO. 21243**, April 17, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, the Cesar E. Chavez Scholarship was established in 2003 to provide financial assistance to a graduating high school senior of a Kansas City metropolitan high school who plans to attend the University of Central Missouri (UCM); and,

WHEREAS, the scholarship is named after Cesar E. Chavez, an American labor leader and civil rights activist who co-founded the National Farm Workers Association; and,

WHEREAS, the Cesar E. Chavez Scholarship is a prestigious award that is highly sought after by eligible students in the Kansas City metropolitan area; and,

WHEREAS, the scholarship has been awarded to more than 40 individuals since its inception, and provides \$12,500.00 over four years or eight semesters to cover direct costs the student will incur for attendance at UCM; and,

WHEREAS, the scholarship can be used to cover tuition and fees, housing, and books, and can be reduced on a student-by-student basis if grant and scholarship funding received is more than the direct cost to the student; and,



WHEREAS, the first annual Cesar E. Chavez Scholarship was presented in 2004 at the Guadalupe Center in Kansas City, Missouri, during the annual Cesar E. Chavez Festival; and,

WHEREAS, during 2004's Hispanic Heritage Day, Missouri Governor Bob Holden recognized UCM with a proclamation for establishing this scholarship, the first of its kind in the State of Missouri; and,

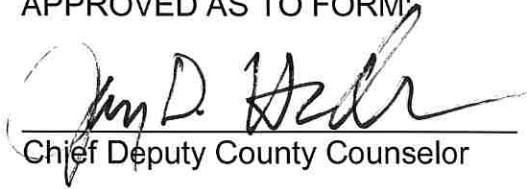
WHEREAS, the scholarship is open to graduating seniors of high schools located in the Kansas City metropolitan area who have been accepted to UCM, are of Hispanic or Latino descent or demonstrate involvement in the Hispanic or Latino community, and have a minimum high school cumulative GPA of 2.5 on a 4.0 scale following the seventh semester of high school; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature recognizes Cesar E. Chavez Scholarship for its important contributions to the Kansas City metropolitan area and for providing financial assistance to deserving students seeking to further their education at UCM; and,

BE IT FURTHER RESOLVED that the Legislature commends UCM for establishing this scholarship and encourages eligible students to apply for this prestigious award.

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. 21243 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** honoring Pat Klein, Director of Aviation for the City of Kansas City, Missouri, on the occasion of his retirement.

**RESOLUTION NO. 21244**, April 17, 2023

**INTRODUCED BY** DaRon McGee, County Legislator

WHEREAS, Pat Klein has served the City of Kansas City for more than twenty-five years, working his way up from an analyst to become, in June 2016, the Director of Aviation, where he has overseen all aspects of the management, development, operation, and maintenance of Kansas City International Airport (KCI) and Charles B. Wheeler Downtown Airport (MKC); and,

WHEREAS, Pat previously served as an Assistant City Manager from 2012 to 2017, acting as the city manager's liaison to the Aviation Department, where he worked with groups studying future options for airport terminal modernization, including the mayor's Airport Terminal Advisory Group and the Airport Leadership Committee; and,

WHEREAS, Pat's strong work as Aviation Director can be seen in the successful design, construction, and opening of KCI's new terminal, various development projects in the works at KCI, unencumbered cash increasing from \$100 million dollars in 2016 to an expected \$225 million dollars in 2023, a record number of operations at MKC, and the Taxiway Lima project poised for development at MKC; and,

WHEREAS, Pat's impact can be seen in the core of the city at the East Patrol Police Station and at the region's front door to travelers from around the world at the new KCI terminal, and he has earned the respect of city leaders and stakeholders along the way; and,

WHEREAS, Pat has been an example of Kansas City employees at their very best, hardworking, humble, diligent, and successful; and,

WHEREAS, Pat has announced his retirement from the City of Kansas City, effective Friday, May 31, 2023, and, while he will enjoy some time off, he looks forward to the next chapter in his life, the passion projects and challenges that await; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature honors Pat Klein on the occasion of his retirement on May 31, 2023, and thanks him for his many years of dedicated service to the City of Kansas City; and,

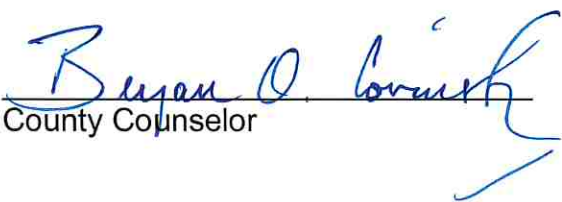
BE IT FURTHER RESOLVED that the Legislature recognizes the impact Pat's efforts will have on millions of travelers for generations ahead, and is are forever grateful for his service and dedication to the City; and,

BE IT FURTHER RESOLVED that the Legislature extends all the best in his future endeavors and looks forward to seeing the passion projects and challenges that he will tackle in the next chapter of his life.

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. 21244 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** honoring the life and achievements of Mary Williams-Neal.

**RESOLUTION NO. 21245**, April 17, 2023

**INTRODUCED BY** Donna Peyton, DaRon McGee, Megan L. Marshall, Manuel Abarca IV,  
and Venessa Huskey, County Legislators

WHEREAS, it is with great sadness that we mourn the passing of former Kansas City Councilwoman Mary Williams-Neal on April 2, 2023; and,

WHEREAS, Ms. Williams-Neal was born in Pace, Mississippi, and began attending the University of Missouri - Kansas City in 1969 where she demonstrated her intelligence, spirit, and willingness to listen; and,

WHEREAS, Ms. Williams-Neal was a woman of many talents and excelled in various positions, including managing a local McDonalds franchise and working for Hallmark and Gates Bar-B-Q, where she attended its Rib Tech University; and,

WHEREAS, Ms. Williams-Neal's passion for community involvement led her to attend neighborhood meetings, where she built relationships with the Hall and Dunn families, who encouraged her to run for City Council; and,

WHEREAS, Ms. Williams-Neal was elected as a Third District City Councilwoman in 1995, serving until 2003, during which time she made great contributions to the City and her district, and was known for her "teamwork" attitude and being a strong and caring advocate for her constituents; and,

WHEREAS, Ms. Williams-Neal's civic legacy extended beyond her time on the City Council, including her appointment as a Parks Board Commissioner by Mayor Quinton Lucas in 2019; and,

WHEREAS, Ms. Williams-Neal was a member of several boards of directors, including the Mid-America Regional Council, the Kansas and Missouri Metropolitan Culture District Commission, and the 18th and Vine Authority; and,

WHEREAS, Ms. Williams-Neal's commitment to serving her community also extended to her role as Founder/CEO of the Get Ahead Club since 1998, and as a member of Village Presbyterian Church in Prairie Village, Kansas; and,

WHEREAS, Ms. Williams-Neal's legacy of optimism, dedication to public service, and commitment to improving the lives of Kansas Citians will be remembered and celebrated for generations to come; now therefore,

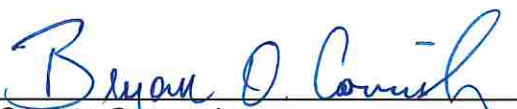
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby honors the life and accomplishments of former Kansas City Councilwoman Mary Williams-Neal and extends its deepest condolences to her family and loved ones; and,

BE IT FURTHER RESOLVED that the Legislature recognizes her significant contributions to the City and her unwavering commitment to making Kansas City a better place for all its residents.

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. 21245 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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



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

**A RESOLUTION** recognizing April 17 and 18, 2023, as Yom HaShoah or Holocaust Remembrance Day.

**RESOLUTION NO. 21246**, April 17, 2023

**INTRODUCED BY** Manuel Abarca IV, County Legislator

WHEREAS, on Yom HaShoah, or Holocaust Remembrance Day, we reflect on and remember the six million Jews and millions of other innocent people including Roma, Sinti, Slavs, persons with disabilities, and LGBTQIA+ individuals, among others, who were systematically murdered during World War II by the Nazi regime and their collaborators; and,

WHEREAS, this year, Holocaust Remembrance Day begins at sundown on Monday, April 17, and ends at sundown, April 18; and,

WHEREAS, in Israel, Yom HaShoah falls on the 27th day of the month of Nisan, which falls on different dates in the United States from year-to-year; and,

WHEREAS, the Legislature acknowledges the importance of educating everyone about the history of the Holocaust, its causes and consequences, and the heroic efforts of those who resisted and rescued others; and,

WHEREAS, the Legislature commits to preserving the memory of the victims and survivors and to passing on their legacy to future generations; and,

WHEREAS, the Legislature recognizes the need to continue fighting against antisemitism and all forms of racism and discrimination, wherever they occur; and,

WHEREAS, according to the Anti-Defamation League, antisemitic incidents in the United States increased thirty-six percent in 2022; and,

WHEREAS, the Legislature stands in solidarity with Jewish communities around the world and pledges to support efforts to combat hate speech, hate crimes, and all forms of violence and intolerance; now therefore,

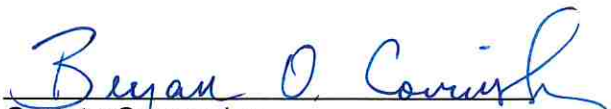
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature does hereby commemorate Yom HaShoah or Holocaust Remembrance Day, and remembers and honors all of those persons who died in the Holocaust; and,

BE IT FURTHER RESOLVED that the Legislature recognizes sundown April 17, 2023, through sundown April 18, 2023, as Holocaust Remembrance Day.

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. 21246 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** transferring \$300,000.00 within the 2023 General Fund to cover the costs of repairs to the sewer lines and property clean-up and restoration at the Historic Truman Courthouse.

**RESOLUTION NO. 21247**, April 17, 2023

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, in March 2023, the Historic Truman Courthouse was impacted by a break in the sewer line under the building; and,

WHEREAS, a current County term and supply vendor has provided an estimate in the amount of \$273,625.00 for the needed repairs to the sewer line; and,

WHEREAS, additional funds are required for contracted clean-up of the courthouse after the sewer break and the rental of portable toilets for use by the public during the project, as there are currently no operating, publicly accessible restrooms in the building; and,

WHEREAS, these services are also available from County term and supply vendors; and,

WHEREAS, in order to fund the costs, a transfer is necessary; now therefore,


**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the following transfer within the 2023 General Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u>    | <u>CHARACTER/DESCRIPTION</u>          | <u>FROM</u> | <u>TO</u> |
|-------------------------------|---------------------------------------|-------------|-----------|
| General Fund                  |                                       |             |           |
| 3% State Mandated Contingency |                                       |             |           |
| 001-8003                      | 56830-<br>Contingency Fund            | \$300,000   |           |
| Fac. Mgmt Truman Courthouse   |                                       |             |           |
| 001-1206                      | 56510-<br>Maint. & Repair - Buildings |             | \$300,000 |

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. 21247 of April 17, 2023, was duly passed on \_\_\_\_\_, 2023 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: 001 8003 56830  
ACCOUNT TITLE: General Fund  
3% State Mandated Contingency  
Contingency Fund  
NOT TO EXCEED: \$300,000.00

  
Date

  
Chief Administrative Officer

## Request for Legislative Action

Res. #21247  
Sponsor: Jeanie Lauer  
Date: April 17, 2023

### Completed by County Counselor's Office

|                   |              |                           |           |
|-------------------|--------------|---------------------------|-----------|
| Action Requested: | Resolution   | Res.Ord No.:              | 21247     |
| Sponsor(s):       | Jeanie Lauer | Legislature Meeting Date: | 4/17/2023 |

### Introduction

**Action Items:** ['Authorize', 'Transfer']

**Project/Title:**

Transferring \$300,000 from the 3% State Mandated Contingency account in the General Fund to the Department of Public Works for the purpose of making emergency sewer repairs to the Historic Truman Courthouse in Independence by Rand Construction, a county term and supply vendor and paying for other costs of clean-up and temporary operations.

### Request Summary

This resolution authorizes a \$300,000 transfer from the 3% State Mandated Contingency account in the General Fund to the Historic Truman Courthouse facility operations account in Public Works for the purpose of clean-up and repairs due to a sewer line break that occurred under the building in March of 2023. A total of \$273,625 will be used to contract with Rand Construction, a County term and supply plumbing contractor for necessary repairs to the sewer lines and property restoration. The remainder of the funds will be used for contract clean-up of the courthouse after the sewer break and the rental of two port-a-potties for use by the public as there are currently no operating and publicly accessible bathrooms in the building.

### Contact Information

|                    |                      |                        |                         |
|--------------------|----------------------|------------------------|-------------------------|
| <b>Department:</b> | Public Works         | <b>Submitted Date:</b> | 4/3/2023                |
| <b>Name:</b>       | Troy Schulte         | <b>Email:</b>          | TSchulte@jacksongov.org |
| <b>Title:</b>      | County Administrator | <b>Phone:</b>          | 816-881-1079            |

### Budget Information

|                                                         |                                      |                                     |           |
|---------------------------------------------------------|--------------------------------------|-------------------------------------|-----------|
| Amount authorized by this legislation this fiscal year: |                                      |                                     | \$300,000 |
| Amount previously authorized this fiscal year:          |                                      |                                     | \$ 0      |
| Total amount authorized after this legislative action:  |                                      |                                     | \$300,000 |
| Is it transferring fund?                                |                                      |                                     | No        |
| Single Source Funding:                                  |                                      |                                     |           |
| Fund:                                                   | Department:                          | Line Item Account:                  | Amount:   |
| 001 (General Fund)                                      | 8003 (3% State Mandated Contingency) | 56830 (Contingency Fund)            | \$300,000 |
| 001 (General Fund)                                      | 1206 (Fac. Mgmt Truman Courthouse)   | 56510 (Maint. & Repair - Buildings) | \$300,000 |

## Request for Legislative Action

|                          |                  |
|--------------------------|------------------|
| <b>Prior Legislation</b> |                  |
| <b>Prior Ordinances</b>  |                  |
| Ordinance:               | Ordinance date:  |
|                          |                  |
| <b>Prior Resolution</b>  |                  |
| Resolution:              | Resolution date: |
|                          |                  |

|                                                                                            |    |
|--------------------------------------------------------------------------------------------|----|
| <b>Purchasing</b>                                                                          |    |
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification:                                                                  |    |
| Core 4 Tax Clearance Completed:                                                            |    |
| Certificate of Foreign Corporation Received:                                               |    |
| Have all required attachments been included in this RLA?                                   |    |

|                                                               |                                       |
|---------------------------------------------------------------|---------------------------------------|
| <b>Compliance</b>                                             |                                       |
| <b>Certificate of Compliance</b>                              |                                       |
| In Compliance                                                 |                                       |
| <b>Minority, Women and Veteran Owned Business Program</b>     |                                       |
| Goals Not Applicable for following reason: Emergency contract |                                       |
| MBE:                                                          | .00%                                  |
| WBE:                                                          | .00%                                  |
| VBE:                                                          | .00%                                  |
| <b>Prevailing Wage</b>                                        |                                       |
| Construction projects over \$75000                            | ['Utilizes Term and Supply contract'] |

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



## Request for Legislative Action

### History

Submitted by Public Works requestor: Troy Schulte on 4/3/2023. Comments:

Approved by Department Approver Lisa Honn on 4/5/2023 8:43:34 AM. Comments: Approving for Kristi due to technical issue.

Not applicable by Purchasing Office Approver Barbara J. Casamento on 4/5/2023 10:02:12 AM. Comments:

Approved by Compliance Office Approver Jaime Guillen on 4/5/2023 11:58:14 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 4/5/2023 2:16:27 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 4/5/2023 3:24:36 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 4/13/2023 12:08:18 PM. Comments:

### Fiscal Note:

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

PC#

Date: April 5, 2023

RES # 21247  
eRLA ID #: 864

| <u>Org Code</u> / <u>Description</u>    | <u>Object Code</u> / <u>Description</u> | <u>From</u>    | <u>To</u>          |
|-----------------------------------------|-----------------------------------------|----------------|--------------------|
| <b>001      General Fund</b>            |                                         |                |                    |
| 8003    Contingency - State Mandated 3% | 56830    Contingency                    | \$     300,000 | \$               - |
| 1206    Fac. Mgmt Truman Courthouse     | 56510    Maint. & Repair - Buildings    |                | 300,000            |
|                                         |                                         |                |                    |
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|                                         |                                         |                |                    |
|                                         |                                         |                |                    |
|                                         |                                         |                |                    |
|                                         |                                         | \$     300,000 | \$     300,000     |

David Moyer  
Budget Office



1428 W. 9<sup>th</sup> Street  
Kansas City, MO 64101  
P. 816.421.4143  
F. 816.421.4144  
[www.randsc.com](http://www.randsc.com)

March 31, 2023

Mr. Aaron Chrisman  
Jackson County Facilities  
415 East 12<sup>th</sup> Street  
Kansas City, MO 64106

Re: Truman Courthouse – Water Damage Restoration REV3

Dear Mr. Chrisman,

We propose to furnish the supervision, labor, materials, equipment and insurance necessary to complete the work as follows:

- Camera existing sewer lines and investigate actual pipe routing.
- Install dust protection in the mechanical room and office area.
- Relocate existing furniture to the south side of the office space. All furniture to have personal affects, computer equipment, etc. removed by others and all power and IT cabling disconnected by others.
- Remove existing glass door and adjacent glass, store and reinstall after completion of line replacement.
- Remove existing carpet from the door into the office space north and VCT in corridor.
- Remove end sections of rolling file cabinets, track and platform below. All files to be removed by others. Save rolling file system for reinstallation.
- Layout, sawcut and remove concrete slab on grade as required for access to pipe underslab. Concrete is assumed to be no more than 6” thick and the trench is proposed to be 2’ wide. Concrete to be removed from riser in mechanical room to the landing. Intent is to leave the landing and stairs at the landing in place and tunner underneath. Continue slab removal in the hallway along assumed pipe to the exterior wall.
- Due to access constraints, all excavation will be by hand including tunneling under landing, interior and exterior walls. Stockpile spoils along the side of the trench. We have assumed soil will be suitable for backfill.
- Replace drain line from riser to the exterior of the building at the sidewalk. Line replacement on the exterior will include pipe all the way to and including the vertical line at the sidewalk.
- Exterior work to include barricades, excavation to pipe including necessary shoring, tunneling under building foundation, pipe replacement, backfill, compaction and seeding.



- After pipe is replaced, on the interior, backfill with existing soil, 6" of gravel, install vapor barrier, rebar dowels and pour back concrete.
- Remove lower 2' of gyp board walls, shown in orange, and replace with new.
- Paint above mentioned walls to match existing.
- Remove low 2 rows of wall tile only and backing in the bathrooms and replace with new. We cannot guarantee a match. Selection to be by owner.
- Install new VCT, shown in green.
- Install new Carpet, shown in yellow.
- Reinstall rolling file system. Reinstall furniture in office space.

The price to complete the work above is \$273,625.00.

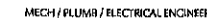
### **CLARIFICATIONS**

- We have not included any design, engineering, permits, bonds, taxes, etc. We have assumed that the county will handle all permitting that might be needed for sidewalk and road closures.
- All work to be completed during normal working hours.
- Access is assumed to be the stairs and the elevator as it allows. All surfaces will be protected.
- New finish selections to be by others. It will most likely be difficult to find exact matches when tying into existing finishes, i.e. carpet, ceramic tile, etc.
- Wood trim to be reinstalled by others.
- Due to the nature of this project, not having current or accurate plans and details, we are proposing this work be completed on a Time and Material basis Not to Exceed, assuming the scope stays within the scope details above and per the latest marked up drawing labeled "Plan view TCH ground floor plumbing", also attached. Any work outside of this scope will require a change order if the associated cost should exceeds the NTE amount.

Thank you for the opportunity to provide you with this proposal. Please do not hesitate to contact our office should you have and questions or concerns.

Respectfully submitted,  
RAND CONSTRUCTION COMPANY

Matt Hall  
Project Manager



**LANKFORD + associates**  
1730 WALNUT STREET  
KANSAS CITY, MISSOURI 64108  
TEL. (816) 221-1411  
FAX. (816) 221-1429

A. UTILIZE EXISTING PATHWAYS OR REMOVED SIDE WHEREVER POSSIBLE







B. PROVIDE ALL DESIGNATED LAVATORIES WITH NEW TRAPS, SUPPLIES AND STOPS

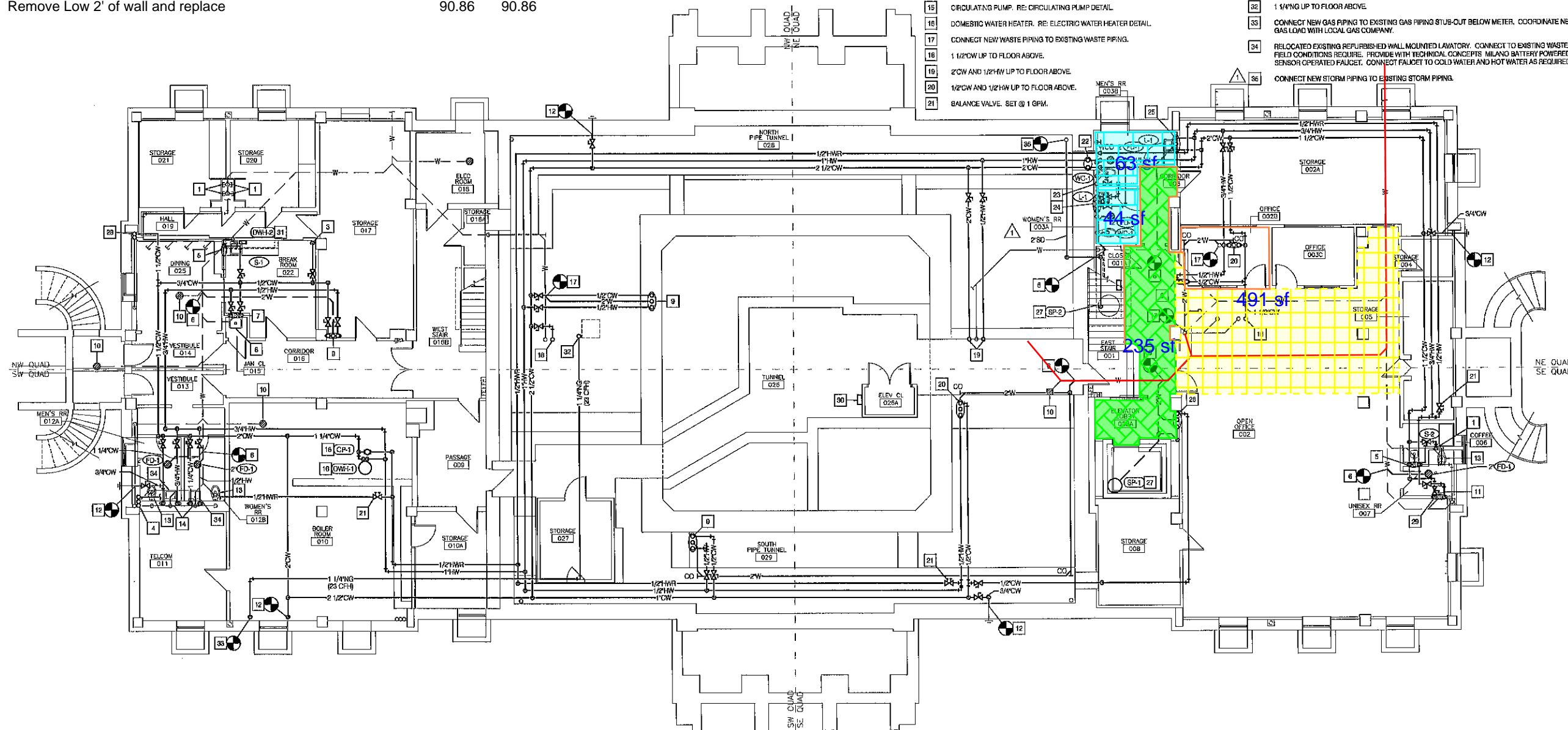
**1** CAR EXISTING DURING WITHIN CHARGE

- |   |                                                                                                                                                                                                                                                 |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | CAP EXISTING PIPING WITH CHASE.                                                                                                                                                                                                                 |
| 2 | ELEVATOR SUMP PUMP ALARM PANEL. COORDINATE WITH ELECTRICAL CONTRACTOR.                                                                                                                                                                          |
| 3 | 1/2" CW DOWN IN WALL AND ROUTE TO EACH REFRIGERATOR ICE MAKER AND CONNECT PER MANUFACTURERS RECOMMENDATIONS.                                                                                                                                    |
| 4 | 1 1/2" CW, 1/2" HW, AND 1/2" HW UP TO FLOOR ABOVE.                                                                                                                                                                                              |
| 5 | 1/2" CW DOWN IN WALL. CONNECT TO SINK AS REQUIRED. PROVIDE 1/2" CW SHUT-OUT WITH BACKFLOW PREVENTER AND SHUT-OFF VALVE BELOW COUNTER FOR COFFEE MAKER. ROUTE FROM SHUT-OFF VALVE TO COFFEE MAKER AND CONNECT PER MANUFACTURERS RECOMMENDATIONS. |
| 6 | CONNECT NEW WASTE PIPING TO EXISTING WASTE PIPING BELOW SLAB. SAWCUT AND PATCH FLOOR TO MATCH EXISTING.                                                                                                                                         |
| 7 | 1/2" CW AND 1/2" HW DOWN IN WALL. CONNECT TO UTILITY SINKS AS REQUIRED.                                                                                                                                                                         |

- |    |                                                                                                                                                                                                                                                |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | RECONNECT EXISTING REFURBISHED UTILITY SINK. CONNECT TO EXISTING WASTE AS FIELD CONDITIONS REQUIRE. PROVIDE WITH NEW CIGANO 887-CP FAUCET. CONNECT FAUCET TO COLD WATER AND HOT WATER AS REQUIRED.                                             |
| 9  | 1/2" CW, 1/2" HW, AND 2" W UP TO FLOOR ABOVE.                                                                                                                                                                                                  |
| 10 | EXISTING FLOOR DRAIN. PROVIDE WITH NEW GRATE.                                                                                                                                                                                                  |
| 11 | RELOCATED EXISTING REFURBISHED PRESTAL LAVATORY. CONNECT TO EXISTING WASTE AS FIELD CONDITIONS REQUIRE. PROVIDE WITH TECHNICAL CONCEPTS MILANO BATTERY POWERED SENSOR OPERATED FAUCET. CONNECT FAUCET TO COLD WATER AND HOT WATER AS REQUIRED. |
| 12 | CONNECT NEW COLD WATER PIPING TO EXISTING COLD WATER PIPING.                                                                                                                                                                                   |
| 13 | RECONNECT EXISTING REFURBISHED WATER CLOSET. CONNECT TO EXISTING WASTE AS FIELD CONDITIONS REQUIRE. PROVIDE WITH SLOAN G2 OPTIMA BATTERY POWERED SENSOR OPERATED FLUSH VALVE. CONNECT TO COLD WATER PIPING AS REQUIRED.                        |
| 14 | 1" CW AND 1/2" HW DOWN IN WALL. ROUTE IN WALL TO EACH FIXTURE AND CONNECT AS REQUIRED.                                                                                                                                                         |
| 15 | CIRCULATING PUMP. RE: CIRCULATING PUMP DETAIL.                                                                                                                                                                                                 |
| 16 | DOMESTIC WATER HEATER. RE: ELECTRIC WATER HEATER DETAIL.                                                                                                                                                                                       |
| 17 | CONNECT NEW WASTE PIPING TO EXISTING WASTE PIPING.                                                                                                                                                                                             |
| 18 | 1 1/2" CW UP TO FLOOR ABOVE.                                                                                                                                                                                                                   |
| 19 | 2" CW AND 1/2" HW UP TO FLOOR ABOVE.                                                                                                                                                                                                           |
| 20 | 1/2" CW AND 1/2" HW UP TO FLOOR ABOVE.                                                                                                                                                                                                         |
| 21 | BALANCE VALVE. SET @ 1 GPM.                                                                                                                                                                                                                    |

- |    |                                                                                                                                                                                                                                                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | 1" CW AND 1/2" HW UP TO FLOOR ABOVE.                                                                                                                                                                                                               |
| 23 | 1 1/4" CW DOWN IN WALL. CONNECT TO FIXTURE AS REQUIRED.                                                                                                                                                                                            |
| 24 | 1" CW AND 1/2" HW DOWN IN WALL. ROUTE TO EACH FIXTURE AND CONNECT AS REQUIRED. 4" W DOWN FROM FLOOR ABOVE.                                                                                                                                         |
| 25 | 1/2" CW AND 1/2" HW DOWN IN WALL. CONNECT TO FIXTURE AS REQUIRED. 4" W DOWN FROM FLOOR ABOVE. COORDINATE LOCATION WITH BEAM.                                                                                                                       |
| 26 | 1/2" CW, 2" V AND 2" W UP TO FLOOR ABOVE.                                                                                                                                                                                                          |
| 27 | SUMP PUMP. RE: SUMP PUMP DETAIL.                                                                                                                                                                                                                   |
| 28 | 1 1/2" CW UP TO FLOOR ABOVE.                                                                                                                                                                                                                       |
| 29 | 1/2" CW AND 1/2" HW DOWN IN WALL. CONNECT TO FIXTURE AS REQUIRED.                                                                                                                                                                                  |
| 30 | ELEVATOR SUMP PUMP HIGH WATER ALARM PANEL. COORDINATE WITH ELECTRICAL CONTRACTOR.                                                                                                                                                                  |
| 31 | DOMESTIC WATER HEATER. RE: TANKLESS WATER HEATER DETAIL.                                                                                                                                                                                           |
| 32 | 1 5/8" NG UP TO FLOOR ABOVE.                                                                                                                                                                                                                       |
| 33 | CONNECT NEW GAS PIPING TO EXISTING GAS PIPING STUB-OUT BELOW METER. COORDINATE NEW GAS LOAD WITH LOCAL GAS COMPANY.                                                                                                                                |
| 34 | RELOCATED EXISTING REFINISHED WALL MOUNTED LAVATORY. CONNECT TO EXISTING WASTE AS FIELD CONDITIONS REQUIRE. PROVIDE WITH TECHNICAL CONCEPTS MILANO BATTERY POWERED SENSOR OPERATED FAUCET. CONNECT FAUCET TO COLD WATER AND HOT WATER AS REQUIRED. |
| 36 | CONNECT NEW STORM PIPING TO EXISTING STORM PIPING.                                                                                                                                                                                                 |

-  Carpet
-  Ceramic Floor/Wall Tile
-  Ceramic Tile - Remove low 2 courses and replace with backerboard
-  Historic VCT Flooring
-  Proposed Drain Line Replacement
-  Remove Low 2' of wall and replace



SCALE: 1/8"=1'-0"



 **Lankford**  
+ associates

Consulting Engineers, Inc.

1790 Wilshire Street  
Alhambra City, CA 91806  
Phone: 818.221.1411 / Fax: 818.221.1429

1915 Delwood Avenue  
Inglewood, CA 90708  
Phone: 310.631.4087

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L + A Policy Inc. 4087

ISSUED FOR  
CONSTRUCTION

|              |             |
|--------------|-------------|
| PROJECT NO.  |             |
| DATE         | 10-19-2012  |
| DRAWN BY     | JDB/SAP     |
| CHECKED BY   | OWE         |
| CHECKED BY   | LDR         |
| REVISED DATE | DESCRIPTION |
| 10-26-12     | ADDENDUM #1 |
|              |             |
|              |             |
|              |             |
|              |             |

**SHEET TITLE & NUMBER**

## LOWER LEVEL PLAN PLUMBING

COPYRIGHT © 2012  
PIPER-WIND ARCHITECTS, INC.

P-100

WMS FILE: P440014048 Jackson County Historic Court House\Drawings\448P100.dwg USER: JoeB PLOT DATE/TIME: 12/7/2012 1:01:54m