

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

**AN ORDINANCE** repealing section 1051., Jackson County Code, 1984, relating to County purchasing policy, and enacting, in lieu thereof, one new section relating to the same subject.

**ORDINANCE NO. 5236**, June 24, 2019

**INTRODUCED BY** Theresa Galvin and Dan Tarwater III, County Legislator

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

Section A. Enacting Clause. Section 1051. Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 1051., to read as follows:

1050. Formal Competitive Bids, Notice Inviting.

Notice inviting bids shall be provided in the manner and utilizing such media as the Director of Finance and Purchasing or his or her designee deems most appropriate to the subject matter of the bid and the applicable timeline available with the objective of encouraging fair and unbiased competition. The notice shall be designed to secure a reasonable distribution and a competitive bidding process and may include direct mail, electronic mail, online listing services, newspaper advertisements, and/or such other means as the director may deem appropriate. In addition to any other solicitation, all purchases, leases, or sales shall also be advertised by notices posted on public bulletin boards in the courthouses in Kansas City and Independence.

#### 1051.1 Notice of Solicitation, Content, Timing.

The notice inviting competitive bids shall be distributed and/or posted at least five (5) business days preceding the last day for receipt of bids or proposals and shall include a general description of the products or services to be leased or purchased and state where bid forms and specifications may be obtained and the time and place for submission and opening of bids.

#### 1051.2 Bidders and Suppliers List.


The Director of Finance and Purchasing shall review the bidders and suppliers list for prospective bidders and shall solicit bids from as many such bidders as is necessary to assure a reasonable distribution of the solicitation and adequate competition.

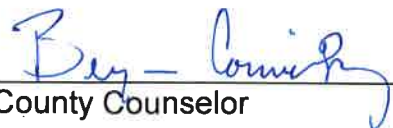
#### 1051.3 Certain Solicitations, Evaluation Process.

Each solicitation that is to be accomplished by way of a Request for Proposals, Request for Statements of Qualifications and Interest, or a similar procurement mechanism, and that will result in a recommendation to the County Legislature for the award of a contract, shall contain in the notice and/or specifications the following statement: " Any Evaluation Criteria or weighting of criteria is used by the County as tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation of a Contract".

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.5236, introduced on June 24, 2019, was duly passed on \_\_\_\_\_, 2019 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. 5236.

\_\_\_\_\_  
Date

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

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

**A RESOLUTION** authorizing the County Executive to execute Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34 with the United States Secretary of the Army for the construction of a new maintenance building, to include installation of a above-ground fuel dispenser and the addition of a new golf cart barn at the Fred Arbanas Golf Course.

**RESOLUTION NO. 20190**, July 1, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, on July 8, 1987, the Secretary of the Army, acting on behalf of the United States of America, did grant Lease No. DACW41-1-87-34, authorizing the use of Longview Lake for recreational purposes for a term of fifty years; and,

WHEREAS, the U.S. Secretary of the Army has now requested that the County execute Supplemental Agreement No. 2 to the Lease Agreement No. DACW41-1-87-34 to allow for the construction of a new maintenance building, including the installation of a UL142 above-ground fuel dispenser and the addition of a new golf cart barn on government-owned land; and,

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

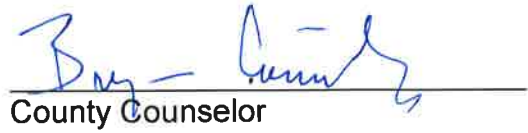
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and is hereby, authorized to execute for the County the attached Supplemental Agreement No. 2 to the Longview Lake Lease No. DACW41-1-87-34.



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. 20190 of July 1, 2019, was duly passed on \_\_\_\_\_, 2019 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**

**AN ORDINANCE** appropriating \$19,176.00 from the undesignated fund balance of the 2019 Federal Forfeiture Fund to cover the cost of mobile radios for four new patrol vehicles for use by the Sheriff's Office, under an existing County term and supply contract.

**ORDINANCE NO. 5238**, July 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Sheriff's Office desires to purchase mobile radios from an existing County term and supply vendor for installation in four new patrol vehicles; and,

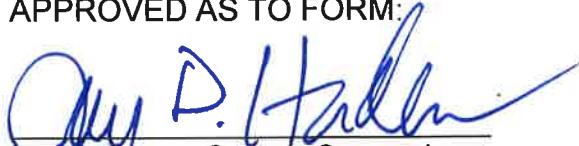
WHEREAS, in order to fund this purchase, an appropriation is necessary; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Federal Forfeiture Fund be hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Federal Forfeiture Fund 047-2810	Undesignated Fund Balance	\$19,176	
Sheriff 047-4201	58160-Radio/comm Equip		\$19,176

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. 5238 introduced on July 15, 2019 was duly passed on \_\_\_\_\_, 2019 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 her signature.

\_\_\_\_\_  
Date

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

I hereby approve the attached Ordinance.5238.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank White, County Executive

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

ACCOUNT NUMBER: 047 2810  
ACCOUNT TITLE: Federal Forfeiture Fund  
Undesignated Fund  
NOT TO EXCEED: \$19,176.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer

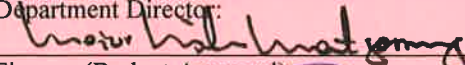

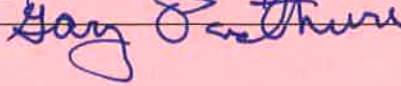
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~ Ord No.: 5238

Sponsor(s): Jeanie Lauer

Date: July 15, 2019

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an ordinance appropriating \$19,176.00 from the undesignated fund balance of the Federal Forfeiture Fund 047-2810 to be transferred to 047-4201-58160 for the purchase of radios from county contracted vendor, Commenco, TS 57-15, for 4 new patrol vehicles for the Sheriff's Office.</u></p>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$19,176.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$19,176.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$19,176.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>From: Federal Forfeiture Fund 047-2810</td><td>\$19,176.00</td></tr> <tr> <td>To: Federal Forfeiture Fund 047-4201-58160- Other equipment</td><td>\$19,176.00</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$19,176.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$19,176.00	Amount budgeted for this item * (including transfers):	\$19,176.00	Source of funding (name of fund) and account code number:		From: Federal Forfeiture Fund 047-2810	\$19,176.00	To: Federal Forfeiture Fund 047-4201-58160- Other equipment	\$19,176.00
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From: Federal Forfeiture Fund 047-2810	\$19,176.00														
To: Federal Forfeiture Fund 047-4201-58160- Other equipment	\$19,176.00														
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Captain David Epperson Jackson County Sheriff's Office (816) 541-8017</p>														
REQUEST SUMMARY	<p>Requesting an ordinance appropriating \$19,176.00 from the undesignated fund balance of the Federal Forfeiture Fund 047-2810 to be transferred to 047-4201-58160 for the purchase of radios from county contracted vendor, Commenco TS 57-15, for 4 new patrol vehicles for the Sheriff's Office.</p> <p>The Sheriff's Office requests the transfer of \$19,176.00 as follows:</p> <table> <tr> <td></td><td>FROM:</td><td>TO:</td></tr> <tr> <td>047-2810</td><td>\$19,176.00</td><td></td></tr> <tr> <td>047-4201-58160 – Radio/Communications Equipment</td><td></td><td>\$19,176.00</td></tr> </table>		FROM:	TO:	047-2810	\$19,176.00		047-4201-58160 – Radio/Communications Equipment		\$19,176.00					
	FROM:	TO:													
047-2810	\$19,176.00														
047-4201-58160 – Radio/Communications Equipment		\$19,176.00													
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>														
ATTACHMENTS	<p><u>Quote # JTB-062719-JCSO</u></p>														
REVIEW	<p>Department Director: </p>	<p>Date: 07-05-19</p>													
	<p>Finance (Budget Approval):   If applicable</p>	<p>Date: 7/5/19</p>													
	<p>Division Manager: </p>	<p>Date: 7.8.19</p>													

County Counselor's Office: <i>Bryan County</i>	Date: <i>7/11/19</i>
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Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
<i>047-2810</i>	<i>Forfeiture Fund - Undesignated Fund Balance</i>	<i>\$19,176</i>

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

ORD #5238

Sarah Mac 7/3/19  
Budgeting



APX6500 REMOTE MOUNT MOBILE RADIO  
(WITH '05' CONTROL HEAD)

Jo Co KS Contract #: 07-13201(DL)  
Date: 06/27/2019  
Quote Expires: 60 Days  
Quote Number: JTB-062719-JCSO  
For: Jackson County Sheriff's Department

Local Motorola Account Mgr: James Brafford / P: 816-621-1051 / E: james.brafford@commenco.com  
Motorola Acct Mgr Contact (KS): Aaron Corcoran / P: 620-282-3354 / E: aaron.corcoran@motorolasolutions.com

Contact: Danny Barnes  
E: dbarnes@jacksongov.org / P: 816-507-5171

MODEL NUMBER		APX6500 7/800 MHZ MID POWER MOBILE - DASH MOUNT		JO KS CONTRACT PRICE		EXTENDED JO KS CONTRACT PRICE	
4	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE					
4	G67	ADD: REMOTE MOUNT MID-POWER			\$1,462.80	\$5,851.20	
4	G444	ADD: APX CONTROL HEAD SOFTWARE	\$297.00		\$178.20	\$712.80	
4	G442	ADD: O5 CONTROL HEAD	\$ -		\$0.00	\$0.00	
4	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$432.00		\$259.20	\$1,036.80	
4	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$43.00		\$25.80	\$103.20	
4	G51	ENH: SMARTZONE OPERATION APX6500	\$515.00		\$309.00	\$1,236.00	
4	G361	ADD: P25 TRUNKING SOFTWARE	\$1,200.00		\$720.00	\$2,880.00	
4	GA00235	ADD: NO GPS ANTENNA NEEDED	\$300.00		\$180.00	\$720.00	
4	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$0.00		\$0.00	\$0.00	
4	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$799.00		\$479.40	\$1,917.60	
4	W22	ADD: PALM MICROPHONE	\$740.00		\$444.00	\$1,776.00	
4	B18	ADD: AUXILIARY SPKR 7.5 WATT	\$72.00		\$43.20	\$172.80	
4	INCLUDED	INTERNAL GPS ACTIVATION	\$60.00		\$36.00	\$144.00	
4	INCLUDED	IV&D PACKET DATA	NC		NC	NC	
4	G78	ADD: 3 YEAR ESSENTIAL SERVICE	NC		NC	NC	
1	SVC03SVC0115D	ADD: DEVICE PROGRAMMING - Create New Template	\$168.00		\$168.00	\$672.00	
4	SVC03SVC0115D	ADD: DEVICE PROGRAMMING - Programming and P25 Certify radio	\$693.00		\$693.00	\$693.00	
4	SVC03SVC0123D	ADD: INSTALLATION (Remote Mount Mobile) - At Commenco Facility	\$70.00		\$70.00	\$280.00	
			\$245.00		\$245.00	\$980.00	
			<b>TOTAL: \$8,072.00</b>		<b>\$5,313.60</b>	<b>\$19,175.40</b>	

NOTES:

Programming and Installation included in quote.

Each radio will have to be reprogrammed after regional encryption matrix has been created.

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

**AN ORDINANCE** transferring \$222,475.00 within and appropriating \$211,625.00 from the undesignated fund balance of the 2019 Park Fund, and awarding a contract on Bid No. PW 05-2019 for the Longview Metal Buildings (Arbanas and Park Operations) Project No. 3235 to Mega Industries Corporation of North Kansas City, MO, at an actual cost to the County in the amount of \$514,575.00.

**ORDINANCE NO. 5239**, July 15, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has planned and budgeted for the fabrication, delivery, and erection of two metal buildings and ancillary work at the Fred Arbanas Golf Course to replace the old golf cart barn that was destroyed in a recent storm and for a new Park Operations building located at 10700 E. 109<sup>th</sup> Street; and,

WHEREAS, the construction of the electrical and mechanical work for both buildings, except as noted on the plans, will be completed by separate term and supply vendors; and,

WHEREAS, the Director of Public Works has solicited formal written bids on Bid No. PW 05-2019 for the Longview Metal Buildings project; and,

WHEREAS, notifications were distributed through advertisement and online posting and two responses were received and evaluated as follows:



<u>BIDDER</u>	<u>PRICE</u>
Mega Industries Corporation North Kansas City, MO	\$514,575.00
NW Rogers Construction Blue Springs, MO	\$554,350.00

and,

WHEREAS, the Director of Public Works recommends that award be made to Mega Industries Corporation of North 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 Parks + Rec be authorized to approve said line item adjustments to the extent there is no additional cost to the County; now therefore,

WHEREAS, an appropriation and transfer are necessary to place the needed funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2019 Park Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-2810	Undesignated Fund Balance	\$211,625	
Construction Services 003-1608	58040- Roads & Highways	\$222,475	
003-1608	58020-Buildings & Improvements		\$434,100

and,

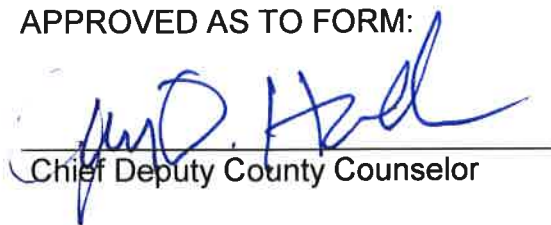
BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award; and,

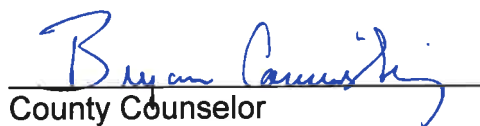
BE IT FURTHER ORDAINED that the Director of Parks + Rec be and hereby is authorized to make adjustments in the contract line item quantities at no additional cost to the County; and,

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

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. 5239 introduced on July 15, 2019, was duly passed on \_\_\_\_\_, 2019 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. 5239.

\_\_\_\_\_  
Date

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

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

ACCOUNT NUMBER: 003 1608 58040  
ACCOUNT TITLE: Park Fund  
Constructions Services  
Roads & Highways  
NOT TO EXCEED: \$222,475.00

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

ACCOUNT NUMBER: 003 2810  
ACCOUNT TITLE: Park Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$211,625.00

There is a balance otherwise encumbered 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 1506 58020  
ACCOUNT TITLE: Park Fund  
Road & Bridge Maintenance  
Buildings & Improvements  
NOT TO EXCEED: \$514,575.00

7/11/19  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

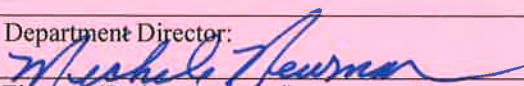
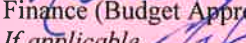
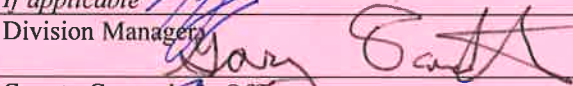
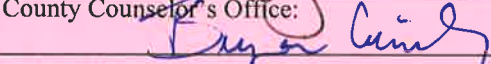
Completed by County Counselor's Office:

~~Res~~ Ord No.: 5239

Sponsor(s): Tony Miller

Date: July 15, 2019

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Appropriating from the Park Fund unappropriated surplus and awarding JCP+R Longview Metal Buildings (Arbanas and Park Operations) Contract to Mega Industries Corporation under the terms and conditions of Invitation to Bid No. PW 05-2019, County Project #3235.</p>																								
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$434,100</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$80,475</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$514,575</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$514,575</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>003-1608-58020 Park Fund, Capital Projects, Buildings &amp; Improvements</td><td>\$80,475</td></tr> <tr> <td><b><u>TRANSFER</u></b></td><td></td></tr> <tr> <td><b><u>From Amount</u></b></td><td><b><u>From Amount</u></b></td></tr> <tr> <td>003-2810 Park Fund, Undesignated Fund Balance</td><td>\$211,625</td></tr> <tr> <td>003-1608-58060 Park Fund, Capital Project, Other Improvements</td><td>\$222,475</td></tr> <tr> <td><b><u>To Acct:</u></b></td><td><b><u>To Amount</u></b></td></tr> <tr> <td>003-1608-58020 Park Fund, Capital Projects, Buildings &amp; Improvements</td><td>\$434,100</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$ 180,475</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$434,100	Amount previously authorized this fiscal year:	\$80,475	Total amount authorized after this legislative action:	\$514,575	Amount budgeted for this item * (including transfers):	\$514,575	Source of funding (name of fund) and account code number:		003-1608-58020 Park Fund, Capital Projects, Buildings & Improvements	\$80,475	<b><u>TRANSFER</u></b>		<b><u>From Amount</u></b>	<b><u>From Amount</u></b>	003-2810 Park Fund, Undesignated Fund Balance	\$211,625	003-1608-58060 Park Fund, Capital Project, Other Improvements	\$222,475	<b><u>To Acct:</u></b>	<b><u>To Amount</u></b>	003-1608-58020 Park Fund, Capital Projects, Buildings & Improvements	\$434,100
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Source of funding (name of fund) and account code number:																									
003-1608-58020 Park Fund, Capital Projects, Buildings & Improvements	\$80,475																								
<b><u>TRANSFER</u></b>																									
<b><u>From Amount</u></b>	<b><u>From Amount</u></b>																								
003-2810 Park Fund, Undesignated Fund Balance	\$211,625																								
003-1608-58060 Park Fund, Capital Project, Other Improvements	\$222,475																								
<b><u>To Acct:</u></b>	<b><u>To Amount</u></b>																								
003-1608-58020 Park Fund, Capital Projects, Buildings & Improvements	\$434,100																								
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A  Prior resolutions and (date):</p>																								
CONTACT INFORMATION	<p>RLA drafted by: John Johnson, Superintendent, Park Operations (816) 503-4823</p>																								
REQUEST SUMMARY	<p>The Department of Parks + Rec has planned and budgeted for fabrication, delivery, and erection of two metal buildings (60'x100'x12' and 40'x80'x14') and ancillary work located on the Fred Arbanas Golf Course facility, located at 11100 View High Drive and the Park Operations facility located at 10700 E. 109<sup>th</sup> Street. The first building is for a new golf cart barn to replace the one destroyed by a storm. (\$80,475 was received in insurance proceeds and appropriated by Ordinance 5203, 2/25/19.) The second building is for a new Park Operations work facility. The construction of the electrical and mechanical work for the buildings, except as noted on plans, will be completed by the County under separate contracts with term and supply vendors. The Public Works Department and Olsson Engineering prepared plans, specifications and documents to accomplish the work. Advertisement was posted in the Daily Record, bidding information was posted on "Public Purchase" website and mailers were sent to contractors and other interested parties. Sealed proposals were opened on June 4, 2019, at the offices of Public Works with two bidders responding:</p> <table border="1"> <thead> <tr> <th>BIDDER</th><th>CITY &amp; STATE</th><th>AMOUNT BID</th></tr> </thead> <tbody> <tr> <td>Mega Industries Corporation</td><td>North Kansas City, MO</td><td>\$ 514,575.00</td></tr> <tr> <td>NW Rogers Construction</td><td>Blue Springs, MO</td><td>\$ 554,350.00</td></tr> </tbody> </table>	BIDDER	CITY & STATE	AMOUNT BID	Mega Industries Corporation	North Kansas City, MO	\$ 514,575.00	NW Rogers Construction	Blue Springs, MO	\$ 554,350.00															
BIDDER	CITY & STATE	AMOUNT BID																							
Mega Industries Corporation	North Kansas City, MO	\$ 514,575.00																							
NW Rogers Construction	Blue Springs, MO	\$ 554,350.00																							

	<p>The Department of Public Works and Parks + Rec recommend that the contract be awarded to Mega Industries Corporation, as the lowest and best bidder.</p> <p>We request that an Ordinance be prepared:</p> <ol style="list-style-type: none"> <li>1. Appropriating \$211,625 from the Unappropriated Surplus to account 003-1608-58020 (Park Fund, Capital Projects, Buildings &amp; Improvements) and transferring \$222,475 from 003-1608-58060 (Park Fund, Capital Projects, Other Improvements) to 003-1608-58020 (Park Fund, Capital Projects, Buildings &amp; Improvements).</li> <li>2. Authorizing the County Executive to execute this construction contract with Mega Industries Corporation.</li> <li>3. The Director of Finance be authorized to encumber \$514,575 to cover the costs.</li> <li>4. The Director of Parks + Rec 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.</li> </ol>	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Mega Industries Bid Submission and Contract Documents; Insurance Claim Summary	
REVIEW	Department Director:  Finance (Budget Approval): If applicable  Division Manager:  County Counselor's Office: 	Date: 7-8-19 Date: 7/8/19 Date: 7.8.19 Date: 7/11/19

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

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
003-2810	Park Fund – Unappropriated Surplus	\$ 211,625.00

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

### Fiscal Note:

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

Date: July 8, 2019

ORD # 5239


Department / Division		Character/Description	From	To
<b>003 Park Fund</b>				
2810	Undesignated Fund Balance		\$ 211,625	\$ -
1608	Construction Services	58040 Roads & Highways	222,475	-
1608	Construction Services	58020 Buildings & Improvements		434,100

### Fiscal Note:

This expenditure was included in the Annual Budget

PC# \_\_\_\_\_

Department / Division		Character/Description	Not to Exceed
<b>003 Park Fund</b>			
1506	Road & Bridge Maintenance	58020 Buildings & Improvements	\$ 514,575

 7/8/19  
Budget Officer

**Contract Documents and Specifications For**

**LONGVIEW METAL BUILDINGS**  
**(ARBANAS AND PARK OPERATIONS)**

**Federal Project  
No.**



**Bid No.**  
**PW 05-2019**  
**County Project**  
**No. 3235**

**JACKSON COUNTY, MISSOURI**  
**ENGINEERING DIVISION**

**DEPARTMENT OF PUBLIC WORKS**

**APRIL 2019**

**DIRECTOR OF PUBLIC WORKS – BRIAN GADDIE**  
**CHIEF ENGINEER – EARL NEWILL, P.E.**  
**PROJECT MANAGER – JOHN JOHNSON**



## INVITATION TO BID

JACKSON COUNTY, MISSOURI  
FRED ARBANAS GOLF COURSE METAL BUILDING CONSTRUCTION  
COUNTY PROJECT NUMBER 3235 – COUNTY BID NUMBER PW 05-2019

Bid documents will be available on April 23, 2019, for the **Longview Metal Buildings (Arbanas and Park Operations)**. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, prior to 2:00 PM on June 4, 2019. Sealed proposals will be opened on June 4, 2019 at 2:05 PM at that same address.

Project work includes fabrication, delivery, and erection of two metal buildings (60'x100'x12' and 40'x80'x14') and any ancillary work. The contractor shall be responsible for coordination with the County's term and supply contractors throughout the duration of the project.

**Pre-Bid Meeting:** A pre-bid meeting will be conducted on Friday, May 3, 2019 at 10:00 AM in the Banquet Room of the Fred Arbanas Golf Course Clubhouse located at 11100 View High Drive, Kansas City, Missouri 64134.

**Work Items Include:** The fabrication, delivery, and erection of two (2) metal buildings located on the Fred Arbanas Golf Course facility. The first building is for a new golf cart barn and the second building is for a new maintenance facility. The construction of the electrical and mechanical work for the building, except as noted on plans, will be completed by the County under separate contracts with term and supply vendors.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. Furthermore, a 9.5% MBE (Minority Business Enterprise, 11.7% WBE (Women Business Enterprise), and 9.5% VBE (Veterans Business Enterprise) goals as established by the Compliance Review Office (CRO) are part of this contract. Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE and WBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements.

The sealed Proposals and Bid must be made on the forms provided in the contract documents. Each Proposal must include: 1) the completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid (all surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register); and, 3) a completed Compliance Review Form (Page 49) with current (issued within the last 12 months) Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid. For information contact the Compliance Review Officer at (816) 881-3302.

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

Bidders may also view and print contract documents for free on line at <http://www.jacksongov.org/322/Bids-RFPs-RFQs>. This website contains a link to the Public Purchase, a web-based e-Procurement service for posting and

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

receiving Public Works related bids. Any bidder using on-line documents must check the website periodically for Notice of Addendums or call the Project Manager at the number listed below.

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

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

Jackson County is a tax-exempt entity under 144.062, Revised Statutes of Missouri and will issue the Contractor and Subcontractors an exemption certificate. For information contact Compliance Review Officer at (816) 881-3302. **This contract has a new requirement related to paying prevailing wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County Ordinance #4465, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature October 15, 2012.**

The Project will be awarded to the lowest, responsive, responsible bidder.

## **BIDDING REQUIREMENTS**

## INSTRUCTIONS TO BIDDERS

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

Each Proposal shall be sealed in the envelope supplied with the plans and specifications. The envelope has been marked with the address of the Director of Public Works, Jackson County, Missouri, and identified on the outside with the words "FOR BIDDING PURPOSES – Longview Metal Buildings (Arbanas and Park Operations) Project Number: 3235

**B-2 STATE SALES TAX EXEMPTION:** Jackson County is an exempt entity under 144.062, Revised Statutes of Missouri, and will issue the contractor and subcontractors an exemption certificate. Bidders are instructed not to include sales tax in their prices. (Pgs. 73, 75, and 77)

**B-3 PROPOSAL GUARANTEE:** Each Proposal shall be accompanied by a cashier's check drawn on an acceptable bank or an acceptable bidder's bond, in an amount not less than five percent (5%) of the total amount of the bid. Bids received without a Bid Guarantee or a Bid Bond will not be considered.

The successful bidder, as a condition of the award of this contract must have a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current with United States Department of the Treasury list as a surety whose bonds are acceptable to the United States Government. See the following website: [http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) to the Department of the Treasury's Listing of the Certified Companies for Surety Bonds as part of the Financial Management Service, a Bureau of the United States Department of the Treasury.

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

**B-4 RETURN OF PROPOSAL GUARANTEE:** The Proposal Guarantee deposit of each unsuccessful bidder will be returned upon request, when his Proposal is rejected. Similarly, the Proposal Guarantee deposit of the bidder, to whom a Contract is awarded, will be returned when he executes a Contract and files a satisfactory performance bond. The Proposal deposit of the second lowest responsible bidder may be retained for a period not to exceed ninety (90) days, pending the execution of the contract and bond by the successful bidder.

**B-5 WITHDRAWAL OF BID:** No bidder may withdraw his Proposal for ninety (90) days after the date and hour set for the opening. A bidder may withdraw his Proposal any time prior to expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person who signed the Proposal.

**B-6 ACCEPTANCE AND REJECTION OF BIDS:** The Owner reserves the right to accept the bid which, in its judgement, is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

B-7 **SIGNATURE OF BIDDERS:** Each bidder shall sign his Proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

B-8 **INTERPRETATION OF CONTRACT DOCUMENTS:** If any person who contemplated submitting a bid is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, he may submit to the engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed Contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of Contract documents from the Director of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract documents.

B-9 **LOCAL CONDITIONS AFFECTING WORK:** Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no subsequent financial adjustment for lack of such prior information.

B-10 **INSURANCE:** Throughout the life of the contract, the contractor will be required to carry the types and amounts of insurance named in the General Conditions.

B-11 **PAYMENTS:** Payment for all work performed under the proposed Contract will be made by the owner in the manner set forth in the Special Provisions.

B-12 **TIME OF COMPLETION:** The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the owner of his ability to complete the work within the allowable time set forth in the Proposal. In this connection, attention is directed to the provisions of the General Conditions and Special Provisions relative to delays, extensions of time, and liquidated damages.

B-13 **QUALIFICATIONS OF BIDDERS:** The Director of Public Works reserves the right to inspect and approve the bidder's equipment before the award of contract. Both the prime contractor and all potential subcontractors must comply with all Affirmative Action provisions of this contract. The Contractor's attention is directed of paragraph GC-37 regarding subcontractors and to the Affirmative Action sheets given in the bid documents. The contractor shall identify all potential subcontractors on or before the bid opening, whether or not he eventually requests that they be approved, on this Affirmative Action sheet.

B-14 **MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION:** Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE and WBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements.

B-15 **TAXES AND PERMITS:** Attention is directed to the requirements of TC-1 and TC-2 regarding payment of taxes.

**B-16 PERFORMANCE BOND:** Each bidder to whom a contract is awarded will be required to furnish a performance bond to the owner in an amount equal to one hundred percent (100%) of the Contract price. All surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register as surety companies acceptable on federal bonds. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-face to bind the surety company and certified to include the date of the bond.

**B-17 BID SUBMITTAL:** The bidder's attention is called to the packet, marked "FOR BIDDING PURPOSES", which is included with the bound copy. All necessary forms for bid submittal are found therein. **USE THE PACKET FORMS FOR SUBMITTING BIDS** instead of the proposal forms bound with the Specifications.

**B-18 COPIES OF PLANS AND SPECIFICATIONS:** Copies of the plans and specifications for use in preparing bids may be obtained from the Jackson County Public Works Department, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050. A fee of **\$20.00** shall be required for each set of contract documents. Fees will not be refunded. Checks are to be made in favor of Manager, of Finance, Jackson County, Missouri.

**B-19 BUSINESS EXPECTANCY:** The lowest bidder shall not be considered as having received business expectancy merely because of submitting the lowest bid. Business expectancy does not exist until the contract is awarded by the Jackson County Legislature.

**B-20 RETAINAGE:** Contractor's attention is directed to the special provisions, which provides for a reduced retainer as long as the project schedule is maintained.

**B-21 WAGE LAW:** The Contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

**B-22 NEW COUNTY ORDINANCE:** Bidders' attention is directed to the Jackson County Ordinance #4465, adopted on 10/15/2012, County Code Section 1072 (Portions Repealed), related to paying wage rates for certain delivery truck drivers. Bidders are advised to read the ordinance in the Appendix of the Contract Documents.

## PROPOSAL Jackson County, Missouri

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

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

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

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **165 WORKING DAYS** (this includes time for building fabrication), after the date designated in a written order from the owner to begin work thereon. **The Fred Arbanas Golf Course Cart Barn should be the first building constructed.**

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

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

The undersigned acknowledges receipt of addenda through and including numbers 1, 2 & 3, and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.

Brian Gordon ~~President~~  
President

# MEGA Industries Corporation

**Company Name**

Date \_\_\_\_\_



Jackson County Missouri - Department of Public Works - Engineering Division  
FRED ARBANAS GOLF COURSE METAL BUILDINGS CONSTRUCTION  
COUNTY PROJECT NO. 3235 - BID NO. 05-2019

## ADDENDUM NO. 1

### 1. PROJECT INFORMATION

PROJECT: Fred Arbanas Golf Course Metal Buildings Construction  
OWNER: Jackson County, MO  
COUNTY PROJECT NUMBER: 3235 – BID NO. 05-2019  
DESIGN CONSULTANT: Jackson County Public Works and Olsson Associates  
DATE OF ADDENDUM: May 2, 2019

### 2. NOTICE TO BIDDERS

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Bidding and Contract Documents (Bid Documents), Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

### 3. REVISIONS TO BIDDING DOCUMENTS, CONTRACT DOCUMENTS AND SPECIFICATIONS

1. **Pre-Bid Meeting location and project location:** The address on the Invitation to Bid for both the Pre-Bid Meeting and the project location should be 11100 View High Drive not 1100 View High Drive. Also, the project contact person was added to the Invitation to Bid. Call John Johnson, JCP+Rec Superintendent of Park Operations, at (816) 503-4823 for project information.
2. Within the Bid Packet the bidder contractor shall sign the Proposal page "Addenda Certification" on page 8 and note they received their 1st ADDENDUM.

**ADDENDUM 1 Prepared by: Chris Jenkins, Project Manager, with Jackson County Public Works.**

**THE ORIGINAL BID DOCUMENTS, INCLUDING ANY PREVIOUS ADDENDA, REMAIN IN EFFECT EXCEPT AS REVISED BY THE CHANGES NOTED IN THIS ADDENDUM NO. 1.**

**END OF ADDENDUM**

## INVITATION TO BID

JACKSON COUNTY, MISSOURI  
**FRED ARBANAS GOLF COURSE METAL BUILDING CONSTRUCTION**  
COUNTY PROJECT NUMBER 3235 – COUNTY BID NUMBER PW 05-2019

Bid documents will be available on April 23, 2019, for the **Longview Metal Buildings (Arbanas and Park Operations)**. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, prior to 2:00 PM on May 14, 2019. Sealed proposals will be opened on May 14, 2019 at 2:05 PM at that same address.

Project work includes fabrication, delivery, and erection of two metal buildings (60'x100'x12' and 40'x80'x14') and any ancillary work. The contractor shall be responsible for coordination with the County's term and supply contractors throughout the duration of the project.

**Pre-Bid Meeting:** A pre-bid meeting will be conducted on Friday, May 3, 2019 at 10:00 AM in the Banquet Room of the Fred Arbanas Golf Course Clubhouse located at 11100 View High Drive, Kansas City, Missouri 64134.

**Work Items Include:** The fabrication, delivery, and erection of two (2) metal buildings located on the Fred Arbanas Golf Course facility. The first building is for a new golf cart barn and the second building is for a new maintenance facility. The construction of the building foundation, including electrical and mechanical work will be completed by the County under separate contracts with term and supply vendors.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. Furthermore, a 9.5% MBE (Minority Business Enterprise, 11.7% WBE (Women Business Enterprise), and 9.5% VBE (Veterans Business Enterprise) goals as established by the Compliance Review Office (CRO) are part of this contract. Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE and WBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements.

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**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

receiving Public Works related bids. Any bidder using on-line documents must check the website periodically for Notice of Addendums or call the Project Manager at the number listed below.

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

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

Jackson County is a tax-exempt entity under 144.062, Revised Statutes of Missouri and will issue the Contractor and Subcontractors an exemption certificate. For information contact Compliance Review Officer at (816) 881-3302. Call John Johnson, JCP+Rec Superintendent of Park Operations, at (816) 503-4823 for project information. **This contract has a new requirement related to paying prevailing wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County Ordinance #4465, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature October 15, 2012.**

The Project will be awarded to the lowest, responsive, responsible bidder.

Jackson County Missouri - Department of Public Works - Engineering Division  
FRED ARBANAS GOLF COURSE METAL BUILDINGS CONSTRUCTION  
COUNTY PROJECT NO. 3235 - BID NO. 05-2019

## ADDENDUM NO. 2

### 1. PROJECT INFORMATION

PROJECT: Fred Arbanas Golf Course Metal Buildings Construction  
OWNER: Jackson County, MO  
COUNTY PROJECT NUMBER: 3235 – BID NO. 05-2019  
DESIGN CONSULTANT: Jackson County Public Works and Olsson Associates  
DATE OF ADDENDUM: May 10, 2019

### 2. NOTICE TO BIDDERS

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Bidding and Contract Documents (Bid Documents), Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

### 3. REVISIONS TO BIDDING DOCUMENTS, CONTRACT DOCUMENTS AND SPECIFICATIONS

- A. **BID OPENING CHANGE, JUNE 4, 2019 AT 2:05 P.M.:** The Bid Opening is changed from May 14, 2019 to June 4, 2019. The location of the Bid Opening is the same as the original contract at the following address: Jackson County Public Works, 303 West Walnut Street, Independence, MO 64050.
- B. All the sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, MO 64050, prior to 2:00 P.M. on June 4, 2019.
- C. Within the Bid Packet the bidder contractor shall sign the Proposal page "Addenda Certification" on Page 8 and note they received their 2nd Addendum.
- D. The County is in the process of preparing Addendum No. 3 which will include additional work as follows:
  - a. Construction of the concrete floor slab, including footings.
  - b. Construction of concrete doorway stoops.
  - c. Updated plans and specifications for the new bid items.
  - d. Revised Bid Form with new bid items.

**THE ORIGINAL BID DOCUMENTS, INCLUDING ANY PREVIOUS ADDENDA, REMAIN IN EFFECT EXCEPT AS REVISED BY THE CHANGES NOTED IN THIS ADDENDUM NO. 2.**

**END OF ADDENDUM**

Jackson County Missouri - Department of Public Works - Engineering Division  
FRED ARBANAS GOLF COURSE METAL BUILDINGS CONSTRUCTION  
COUNTY PROJECT NO. 3235 - BID NO. 05-2019

## ADDENDUM NO. 3

### 1. PROJECT INFORMATION

PROJECT: Fred Arbanas Golf Course Metal Buildings Construction  
OWNER: Jackson County, MO  
COUNTY PROJECT NUMBER: 3235 – BID NO. 05-2019  
DESIGN CONSULTANT: Jackson County Public Works and Olsson Associates  
DATE OF ADDENDUM: May 22, 2019

### 2. NOTICE TO BIDDERS

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Bidding and Contract Documents (Bid Documents), Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

### 3. REVISIONS TO BIDDING DOCUMENTS, CONTRACT DOCUMENTS AND SPECIFICATIONS

- A. **Invitation to Bid (Sheet 1)** – The construction of the electrical and mechanical work for the building, except as shown in the plans, will be completed by the County under separate contracts with term and supply vendors.
- B. **Proposal (Sheet 7)** - The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **165 WORKING DAYS** (this includes time for building fabrication), after the date designated in a written order from the owner to begin work thereon.
- C. **Bid Form (Sheet 9)** – Due to the changes to project scope, there has been changes made to the Bid Form. Bid items have been added to the form. Contractor to use the revised Bid Form noted as Addendum No. 3, see attached.
- D. **TS-16 & TS-17 (Sheets 89-124)** – The technical specifications for the building have been revised to include the additional bid items and accompanying pricing information.
- E. **Appendix** - Olsson & Associates Plan Sheets were revised to include additional information consistent with changes to project scope.

**THE ORIGINAL BID DOCUMENTS, INCLUDING ANY PREVIOUS ADDENDA, REMAIN IN EFFECT EXCEPT AS REVISED BY THE CHANGES NOTED IN THIS ADDENDUM NO. 3.**

**END OF ADDENDUM**

## INVITATION TO BID

JACKSON COUNTY, MISSOURI  
FRED ARBANAS GOLF COURSE METAL BUILDING CONSTRUCTION  
COUNTY PROJECT NUMBER 3235 – COUNTY BID NUMBER PW 05-2019

Bid documents will be available on April 23, 2019, for the **Longview Metal Buildings (Arbanas and Park Operations)**. All sealed proposal bids must be submitted to the office of the Director of Public Works, Engineering Division, 303 West Walnut Street, Independence, Missouri 64050, prior to 2:00 PM on June 4, 2019. Sealed proposals will be opened on June 4, 2019 at 2:05 PM at that same address.

Project work includes fabrication, delivery, and erection of two metal buildings (60'x100'x12' and 40'x80'x14') and any ancillary work. The contractor shall be responsible for coordination with the County's term and supply contractors throughout the duration of the project.

**Pre-Bid Meeting:** A pre-bid meeting will be conducted on Friday, May 3, 2019 at 10:00 AM in the Banquet Room of the Fred Arbanas Golf Course Clubhouse located at 11100 View High Drive, Kansas City, Missouri 64134.

**Work Items Include:** The fabrication, delivery, and erection of two (2) metal buildings located on the Fred Arbanas Golf Course facility. The first building is for a new golf cart barn and the second building is for a new maintenance facility. The construction of the electrical and mechanical work for the building, except as noted on plans, will be completed by the County under separate contracts with term and supply vendors.

Any Bidder, who has special needs addressed by the Americans with Disabilities Act, should notify the Project Manager at the number listed below, or through the Missouri Relay System. Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. Furthermore, a 9.5% MBE (Minority Business Enterprise, 11.7% WBE (Women Business Enterprise), and 9.5% VBE (Veterans Business Enterprise) goals as established by the Compliance Review Office (CRO) are part of this contract. Contractor shall comply with all requirements of Jackson County Ordinance No. 4636. Contractor shall ensure that it and its subcontractors collectively meet both the MBE and WBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements.

The sealed Proposals and Bid must be made on the forms provided in the contract documents. Each Proposal must include: 1) the completed bidding documents; 2) a cashier's check drawn on an acceptable bank, or an acceptable bidder's bond, in an amount not less than five (5) percent of the total amount of the bid (all surety performance bonds and surety labor and material bonds must be with companies listed in the Department of the Treasury, Federal Register); and, 3) a completed Compliance Review Form (Page 49) with current (issued within the last 12 months) Jackson County Certificate of Compliance attached. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid. For information contact the Compliance Review Officer at (816) 881-3302.

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

Bidders may also view and print contract documents for free on line at <http://www.jacksongov.org/322/Bids-RFPs-RFQs>. This website contains a link to the Public Purchase, a web-based e-Procurement service for posting and

## PROPOSAL Jackson County, Missouri

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

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

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

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **165 WORKING DAYS** (this includes time for building fabrication), after the date designated in a written order from the owner to begin work thereon. **The Fred Arbanas Golf Course Cart Barn should be the first building constructed.**

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

## BID FORM



Jackson County, Missouri  
Public Works Department – Engineering Division

### PROPOSAL FOR LONGVIEW METAL BUILDINGS (ARBANAS AND PARK OPERATIONS) County Project No. 3235, Bid No. PW 05-2019

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Fred Arbanas Golf Course Cart Barn - 60'x100'x12' Metal Building Delivered (includes 3'x7' Walk Door)	LS	1		
2	Metal Building Erection	LS	1		
3	Overhead Door (12'-0" x 10'-0")	EA	4		
4	Pipe Bollards	EA	16		
5	Snow Jaks	LS	1		
6	Turbine Ventilators	EA	2		
7	Concrete Foundation and Slab-on-Grade Floor	LS	1		
8	Trench Drain and Piping	LS	1		
9	Longview Operations Center - 40'x80'x14' Metal Building Delivered (includes two 3'x7' Walk Doors)	LS	1		
10	Metal Building Erection	LS	1		
11	Overhead Door (12'-0" x 12'-0")	EA	3		
12	Pipe Bollards	EA	12		
13	Snow Jaks	LS	1		
14	Turbine Ventilators	EA	2		
15	Roof Insulation (6" batt w/Polyvinyl)	SF	3,500		
16	Wall Insulation (4" batt w/Polyvinyl)	SF	3,750		
17	Concrete Foundation and Slab-on-Grade Floor	LS	1		
18	Trench Drain and Piping	LS	1		
19	Mechanical Rough-In	LS	1		
20	Force Account	LS	1	\$30,000.00	\$30,000.00
Total Amount of Bid for Project =					

Total Amount of Bid for Project (Typed or Written)

Firm Name

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



## Addendum No. 3

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**Date:** 5/21/2019

**Project Name:** Fred Arbanas Golf Course Cart Barn  
Jackson County Parks + Rec

**Project Number:** 018-1897 200-200100

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### Structural Drawing Items:

**SD1. Sheet S1.0: FLOOR PLAN**

- A. Size of structural stoops are indicated on the plan.
- B. Site preparation and initial grading has been completed by the County.
- C. Trench drain and drain line are now to be supplied and installed by Contractor as noted on the plan.

**SD2. Sheet S3.0: FOUNDATION PLAN**

- A. Size of structural stoops are indicated on the plan.
- B. Trench drain and drain line are now to be supplied and installed by Contractor as noted on the plan.

**SD3. Sheet S3.1: GENERAL NOTES AND DETAILS**

- A. Detail 5/S3.1 – Refer to plan for structural stoop size.

### Structural Specification Items:

**SD4. Specification 012200 - UNIT PRICES**

- A. Add the attached section to the specification package.

**SD5. Specification 033000 - CAST-IN-PLACE CONCRETE: Paragraph 2.6 RELATED ITEMS, added the following subparagraph:**

- B. Granular Fill shall be MoDOT Type 5. Estimated quantity of Granular Fill is 126.0 Tons.
- 

**Submitted By:** Michael D. Spilinek, P.E.

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. List of Unit Prices: A schedule of unit prices is included in Part 3.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1 – Fred Arbanas Golf Course Cart Barn – 60'x100'x12' Metal Building Delivered (includes 3'x7' Walk Door)

- 1. Description: Include all labor, materials, equipment, hauling, delivery, primary framing, end-wall framing, secondary framing, bracing, bolts, roof panels, wall panels, flashing, trim, screws, sealant, gutters, downspouts, walk doors with frames, framed openings, fire extinguishers, and all other incidental items for supplying the metal building all in accordance with the plans and specification.
- 2. Unit of Measurement: One (1) Lump Sum (LS).

- B. Unit Price No. 2 – Metal Building Erection

- 1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for erecting the metal building all in accordance with the plans and specification.
- 2. Unit of Measurement: One (1) Lump Sum (LS).

C. Unit Price No. 3 – Overhead Door (12'-0" x 10'-0")

1. Description: Include all labor, materials, equipment, hauling, delivery, track, supports, weather seals, hinges, rollers, locking devices, springs, drums, shaft, cables, brackets, electric door operators, remote controls, radio controls, and all other incidental items for supplying and installing overhead door all in accordance with the plans and specification. County will connect power to electrical operator.
2. Unit of Measurement: One (1) Each (EA).

D. Unit Price No. 4 – Pipe Bollards

1. Description: Include all labor, materials, equipment, hauling, delivery, concrete base, plastic bollard cover, and all other incidental items for supplying and installing pipe bollard all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Each (EA).

E. Unit Price No. 5 – Snow Jaxs

1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for supplying and installing snow jaxs all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Lump Sum (LS).

F. Unit Price No. 6 – Turbine Ventilators

1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for supplying and installing turbine ventilators all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Each (EA).

G. Unit Price No. 7 – Concrete Foundation & Slab-On-Grade Floor

1. Description: Include all labor, materials, equipment, hauling, delivery, formwork, embeds, anchor bolts, steel reinforcement, admixtures, curing materials, joint materials, sealants, structural stoops, granular fill, and all other incidental items for constructing the concrete foundation and slab-on-grade floor all in accordance with the plans and specification. County is responsible for materials and installation of sidewalks and driveways.
2. Unit of Measurement: One (1) Lump Sum (LS).

H. Unit Price No. 8 – Trench Drain & Piping

1. Description: Include all labor, materials, equipment, hauling, delivery, excavation, backfill, trench drain, grating, catch basin, trash bucket, PVC drain piping, and all other incidental items for supplying the metal building all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Lump Sum (LS).

END OF SECTION 012200

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Preinstallation Conference: Conduct conference at Project site.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II. Supplement (Optional) with the following:
    - a. Fly Ash: ASTM C 618, Class F or C, 15 percent maximum.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
  - 1. Maximum Coarse-Aggregate Size: 1-inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

### 2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.7 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- C. Foundation Concrete: Proportion normal-weight concrete mixture as follows:
  1. Minimum Compressive Strength: 3000 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.50.
  3. Slump Limit: 5 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.

4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- D. Floor Slab Concrete: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: 4000 psi at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.45.
  3. Slump Limit: 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
  4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

## 2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

### 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.



### 3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.
- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

### 3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

### 3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

## Addendum No. 3

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**Date:** 5/21/2019

**Project Name:** Longview Operations Center  
Jackson County Parks + Rec

**Project Number:** 018-1897 200-200200

---

### Structural Drawing Items:

**SD1. Sheet S1.0: FLOOR PLAN**

- A. Size of structural stoops are indicated on the plan.
- B. Site preparation and initial grading has been completed by the County.
- C. Trench drain and drain line are now to be supplied and installed by Contractor as noted on the plan.
- D. Contractor to provide and install rough-in for toilet and stub-up for sink as noted on the plan.

**SD2. Sheet S3.0: FOUNDATION PLAN**

- A. Size of structural stoops are indicated on the plan.
- B. Trench drain and drain line are now to be supplied and installed by Contractor as noted on the plan.
- C. Contractor to provide and install rough-in for toilet and stub-up for sink as noted on the plan.

**SD3. Sheet S3.1: GENERAL NOTES AND DETAILS**

- A. Details 5/S3.1 – Refer to plan for structural stoop size.

### Structural Specification Items:

**SD4. Specification 012200 – UNIT PRICES**

- A. Add the attached section to the specification package.

**SD4. Specification 033000 CAST-IN-PLACE CONCRETE: Paragraph 2.7 RELATED ITEMS, added the following subparagraph:**

- B. Granular Fill shall be MoDOT Type 5. Estimated quantity of Granular Fill is 67.0 Tons.
- 

**Submitted By:** Michael D. Spilinek, P.E.

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. List of Unit Prices: A schedule of unit prices is included in Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 9 - Fred Arbanas Golf Course Cart Barn - 40'x80'x14' Metal Building Delivered (includes two 3'x7' Walk Doors)
  - 1. Description: Include all labor, materials, equipment, hauling, delivery, primary framing, end-wall framing, secondary framing, bracing, bolts, roof panels, wall panels, flashing, trim, screws, sealant, gutters, downspouts, walk doors with frames, framed openings, fire extinguishers, and all other incidental items for supplying the metal building all in accordance with the plans and specification.
  - 2. Unit of Measurement: One (1) Lump Sum (LS).
- B. Unit Price No. 10 - Metal Building Erection
  - 1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for erecting the metal building all in accordance with the plans and specification.
  - 2. Unit of Measurement: One (1) Lump Sum (LS).

- C. Unit Price No. 11 – Overhead Door (12'-0" x 12'-0")
1. Description: Include all labor, materials, equipment, hauling, delivery, track, supports, weather seals, hinges, rollers, locking devices, springs, drums, shaft, cables, brackets, electric door operators, remote controls, radio controls, and all other incidental items for supplying and installing overhead door all in accordance with the plans and specification. County will connect power to electrical operator.
  2. Unit of Measurement: One (1) Each (EA).
- D. Unit Price No. 12 – Pipe Bollards
1. Description: Include all labor, materials, equipment, hauling, delivery, concrete base, plastic bollard cover, and all other incidental items for supplying and installing pipe bollard all in accordance with the plans and specification.
  2. Unit of Measurement: One (1) Each (EA).
- E. Unit Price No. 13 – Snow Jaxs
1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for supplying and installing snow jaxs all in accordance with the plans and specification.
  2. Unit of Measurement: One (1) Lump Sum (LS).
- F. Unit Price No. 14 – Turbine Ventilators
1. Description: Include all labor, materials, equipment, hauling, delivery, and all other incidental items for supplying and installing turbine ventilators all in accordance with the plans and specification.
  2. Unit of Measurement: One (1) Each (EA).
- G. Unit Price No. 13 – Roof Insulation (6" batt w/Polyvinyl)
1. Description: Include all labor, materials, equipment, hauling, delivery, retainer strips, and all other incidental items for supplying and installing roof insulation all in accordance with the plans and specification.
  2. Unit of Measurement: One (1) Square Foot (SF).
- H. Unit Price No. 16 – Wall Insulation (4" batt w/Polyvinyl)
1. Description: Include all labor, materials, equipment, hauling, delivery, retainer strips, and all other incidental items for supplying and installing wall insulation all in accordance with the plans and specification.
  2. Unit of Measurement: One (1) Square Foot (SF).
- I. Unit Price No. 17 – Concrete Foundation & Slab-On-Grade Floor
1. Description: Include all labor, materials, equipment, hauling, delivery, formwork, embeds, anchor bolts, steel reinforcement, admixtures, curing materials, joint materials, sealants, structural stoops, granular fill, and all other incidental items for constructing the concrete foundation and slab-on-grade floor all in accordance with the plans and

specification. County is responsible for materials and installation of sidewalks and driveways.

2. Unit of Measurement: One (1) Lump Sum (LS).

J. Unit Price No. 18 – Trench Drain & Piping

1. Description: Include all labor, materials, equipment, hauling, delivery, excavation, backfill, trench drain, grating, catch basin, trash bucket, PVC drain piping, and all other incidental items for supplying the metal building all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Lump Sum (LS).

K. Unit Price No. 19 – Mechanical Rough-In

1. Description: Include all labor, materials, equipment, hauling, delivery, toiler support flange, PVC stub vents, PVC drain lines, and all other incidental items for supplying and installing toilet and sink rough-in all in accordance with the plans and specification.
2. Unit of Measurement: One (1) Lump Sum (LS).

END OF SECTION 012200

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Preinstallation Conference: Conduct conference at Project site.

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.

### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II. Supplement (Optional) with the following:
    - a. Fly Ash: ASTM C 618, Class F or C, 15 percent maximum.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
  - 1. Maximum Coarse-Aggregate Size: 1-inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

### 2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.



1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 15 mils thick.

## 2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

C. Foundation Concrete: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.50.
3. Slump Limit: 5 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

D. Floor Slab Concrete: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.45.
3. Slump Limit: 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

## 2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

- 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

### 3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.

- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

### 3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

### 3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

## BID FORM



Jackson County, Missouri  
Public Works Department – Engineering Division

### PROPOSAL FOR LONGVIEW METAL BUILDINGS (ARBANAS AND PARK OPERATIONS) County Project No. 3235, Bid No. PW 05-2019

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Fred Arbanas Golf Course Cart Barn - 60'x100'x12' Metal Building Delivered (includes 3'x7' Walk Door)	LS	1	57,000.00	57,000.00
2	Metal Building Erection	LS	1	73,000.00	73,000.00
3	Overhead Door (12'-0" x 10'-0")	EA	4	3700.00	14800.00
4	Pipe Bollards	EA	16	1000.00	16000.00
5	Snow Jaks	LS	1	3200.00	3200.00
6	Turbine Ventilators	EA	2	800.00	1600.00
7	Concrete Foundation and Slab-on-Grade Floor	LS	1	97000.00	97000.00
8	Trench Drain and Piping	LS	1	7500.00	7500.00
9	Longview Operations Center - 40'x80'x14' Metal Building Delivered (includes two 3'x7' Walk Doors)	LS	1	42,000.00	42,000.00
10	Metal Building Erection	LS	1	55,000.00	55,000.00
11	Overhead Door (12'-0" x 12'-0")	EA	3	3700.00	11100.00
12	Pipe Bollards	EA	12	1000.00	12000.00
13	Snow Jaks	LS	1	2400.00	2400.00
14	Turbine Ventilators	EA	2	800.00	1600.00
15	Roof Insulation (6" batt w/Polyvinyl)	SF	3,500	1.50	5250.00
16	Wall Insulation (4" batt w/Polyvinyl)	SF	3,750	1.50	5625.00
17	Concrete Foundation and Slab-on-Grade Floor	LS	1	65000.00	65000.00
18	Trench Drain and Piping	LS	1	9500.00	9500.00
19	Mechanical Rough-In	LS	1	2800.00	2800.00
20	Force Account	LS	1	\$30,000.00	\$30,000.00
Total Amount of Bid for Project =					514,575.00

Five hundred fourteen thousand five hundred seventy five dollars and <sup>00</sup>/<sub>100</sub>  
Total Amount of Bid for Project (Typed or Written)

MEGA Industries Corporation

Firm Name

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

LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)

COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019

PROPOSAL (continued)

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

MEGA Industries Corporation

Legal Name of Firm

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

- |  |  |
|--|--|
| <input type="checkbox"/> Missouri Individual   | <input type="checkbox"/> Foreign Individual  |
| <input type="checkbox"/> Missouri Partnership  | <input type="checkbox"/> Foreign Partnership |
| <input checked="" type="checkbox"/> Missouri Corporation<br>Licensed in Missouri   | <input type="checkbox"/> Foreign Corporation |
| <input type="checkbox"/> Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State. |  |

Dated at

1491 Iron St., N. Kansas City  
City, State

this

4th

day of

June

, 2019

SIGNATURES

Name and Address of all Partners

<u>Brian Gordon</u>	<u>President</u>	<u>same as above</u>
<u>Tyler Wesselman</u>	<u>Vice President</u>	<u>same as above</u>
<u>Craig Bridgeman, COO</u>		<u>same as above</u>
<u> </u>		<u> </u>
<u> </u>		<u> </u>



Authorized Signature

Brian Gordon **President**

Title of Person Signing

Attest (Seal)

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

**BID BOND**



Project Number 3235

Project Title Longview Metal Buildings (Arbanas and Park Operations)

Bond Number Bid Bond

**KNOW ALL MEN BY THESE PRESENTS:** That Mega Industries Corporation of 1491 Iron Street, North Kansas City, MO 64116, as Principal, and North American Specialty Insurance Company as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto JACKSON COUNTY, MISSOURI, a constitutionally home rule chartered governmental organization, as Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5%), lawful money of the United States.

**WHEREAS,** Principal is herewith submitting its Bid to enter into a contract with Jackson County for the above referenced project,

**NOW, THEREFORE** the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this 4th day of June, 2019.

**BIDDER AND PRINCIPAL**

Name, address and facsimile number of Bidder and Principal

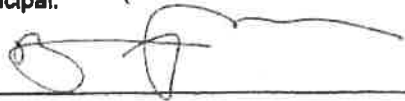
Mega Industries Corporation

1491 Iron Street

North Kansas City, MO 64116

Fax No. 816-472-6722

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: 

Title: Brian Gordon **President**



(Attach corporate seal if applicable)

**SURETY**

**Name, address and facsimile number of Surety:**

North American Specialty Insurance Company

1200 Main Street, Suite 800

Kansas City, MO 64105

Fax No. 847-273-1270

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Susan E. Miranda, Attorney-in-Fact

Date: June 4, 2019

(Attach seal and Power of Attorney)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Susan E. Miranda

Principal: Mega Industries Corporation

Bond Number: Bid Bond

Obligee: Jackson County, Missouri

Bond Amount: See Bond Form

Bond Description: Project No. 3235, County Bid No. PW 05-2019, Longview Metal Buildings (Arbanas and Park Operations)

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of June, 2019.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

PROPOSAL (continued)

### ACKNOWLEDGEMENT

STATE OF Missouri  
COUNTY OF Clay ) ss.

Brian Gordon

Printed Name of Authorized Person with Bidding Entity

being duly sworn, deposes and says that he/she is

**President**

, with

MEGA Industries Corporation

(Name of Bidding Organization)

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

[Signature]  
(Signature of Authorized Person with Bidding Entity)

6-4-19  
Date

Sworn to before me this 4th day of June, 2019.

[Signature]  
Notary Public

**DANIELLE GUERRERO**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires June 13, 2020  
Commission # 16741369

My commission expires 06/13/2020

PROPOSAL (continued)

### ANTI-COLLUSION STATEMENT

STATE OF Missouri )  
COUNTY OF Clay ) ss.

Brian Gordon

(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that he/she is

**President**

, with

(Title of Person Signing)

MEGA Industries Corporation

(Name of Bidding Organization)

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

[Signature]  
(Signature of Authorized Person with Bidding Entity)

6-4-19  
Date

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

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 4th day of June, 2019.

[Signature]  
Notary Public

My commission expires 6/13/2020

DANIELLE GUERRERO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires June 13, 2020  
Commission # 16741369

### LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
	See attached			

Attach additional sheets as required.

# PROJECT REFERENCES - IN PROGRESS & COMPLETED

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2019	Sidewalks Africa & Carousel	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 52,371.00	0%
2019	WWTP Ultraviolet Disinfection System Replacement	Spring Hill KS	Jim Boyer	(913) 592-2996	\$ 239,770.00	0%
2019	Thompson Park Improvements	Overland Park, KS	Scott Shierk	(913) 327-6637	\$ 3,656,314.67	0%
2019	Parks-Parking Lots, Roads and Trails	KCMO Parks & Recreation	Rodney Riffle	(816) 513-7619	\$ 781,902.00	0%
2019	Lee's Summit Refueling Station	City of Lee's Summit MO	Jon Haley	(816) 969-1800	\$ 448,232.00	0%
2019	Englewood Art District Streetscape Improvements	City of Independence, MO	Shar Dilmaghani	(816) 325-7611	\$ 298,721.00	0%
2019	Camel Feeding Deck	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 213,500.00	100%
2019	Courtney Bend WWTP Chemical Injection Valves	City of Independence, Mo	Erik Gilkey	(816) 325-7649	\$ 102,898.00	0%
2018	WWTP No. 20 - Scum Pump Replacement	Unified Gover of Wyandotte Co	Joe Barnes	(913) 573-1353	\$ 372,981.00	0%
2018	Penrose Pull Off	City of Lenexa	Ben Clark	(913) 477-7795	\$ 26,143.00	100%
2018	Lake City Baffle Improvements	MO Depart. Of Conservation	Sandy Payne	(573) 522-0136	\$ 225,000.00	100%
2018	Train Track Retaining Wall	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 79,992.00	100%
2018	Sapling Grove Fire Damage	Overland Park, KS	Scott Shierk	(913) 327-6637	\$ 133,220.00	100%
2018	Prospect Max BRT Pkg 4	KCATA	Linda Clark	(816) 346-0389	\$ 14,531,605.00	17%
2018	Meadowmere Splash Park	Grandview, MO	Sue Yerkes	(816) 316-4880	\$ 1,859,653.00	30%
2018	Elephant Stalls	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 33,710.00	100%
2018	Park Place Stream Repair	Van Trust	Ryan Hackenmiller	(816) 569-1467	\$ 331,874.00	87%
2018	NW 64th/Gower Dr Connection/Repairs	KCMO Parks & Recreation	Mario Vasquez	(816) 513-6924	\$ 1,548,973.00	75%
2018	Sunken Garden Hardscapes	Mission Hills, KS	Jennifer Lee	(913) 362-9620	\$ 117,929.55	100%
2018	Downtown Streetscape	Smithville MO	Jack Hendrix	(816) 532-3897	\$ 2,216,618.15	93%
2018	Chimpanzee Exhibit Sidewalk	FOTZ	Linda Falk	(816) 595-1014	\$ 67,360.38	100%
2018	White Oak Park Access and Trail Improvements	KCMO Parks & Recreation	Richard Allen	(816) 513-7713	\$ 286,613.00	86%
2018	Phase II Improvements for Lone Elm Park	Olathe, KS	Lisa Donnelly	(913) 971-8613	\$ 1,920,690.50	94%
2018	Lamar Pump Station Improvements	Water District No. 1 of JoCo	Hanley Baker	(913) 895-5800	\$ 1,775,397.00	94%
2018	Courtney Bend Lime Slaker 2 & 3 Installation	Independence, MO Water Dept	Robert Parks	(816) 325-7702	\$ 115,218.74	100%
2018	Downtown Revitalization Phase IV	City of Warrensburg, MO	William Graves	(660) 262-4664	\$ 561,593.40	100%
2018	JCW Term and Supply	Johnson County Wastewater	Dale Bauer	(913) 715-0525		0%
2018	Influent PS, Excess Flow Holding Tank, Interceptor Sewers	Smithville MO	Dan Tolekis	(816) 532-3897	\$ 2,567,548.00	76%
2018	Park Lot Replacement	Mega Industries Corporation	Craig Bridgeman	(816) 472-8722	\$ 80,000.00	100%
2018	Sunken Garden	Mission Hills, KS	Jennifer Lee	(913) 362-9620	\$ 245,174.00	100%
2018	Gilham Park Sprayground	Kansas City MO	Erica Flad	(816) 513-7780	\$ 635,400.00	100%
2018	18th & Vine Parking Lot	Kansas City MO	Kerry Kanatzer	(816) 513-4713	\$ 632,500.00	100%
2018	Gateway Signage	N. Kansas City MO	Sara Copeland	(816) 274-6006	\$ 280,602.00	100%
2018	39th Street & Noland Road Intersection Imprv.	Independence, MO	Shar Dilmaghani	(816) 325-7600	\$ 656,937.55	100%
2018	Target Green East Marlborough-Maintenance	KCMO WSD	Priya Iyengar	(816) 513-0579	\$ 175,000.00	97%
2018	Nature Play Area	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 667,422.00	100%
2017	Hipoo Walkway Pavement	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 144,300.00	100%
2017	Prospect St. Sidewalk	Kearney, MO	David Pavlich	(816) 903-4731	\$ 100,790.00	100%
2017	Kaw Point Primary Sludge Pumping Mod.	UG of Wyandotte County	Randal Phillips	(913) 573-5700	\$ 252,432.00	100%
2017	KC Zoo Touch Tank	FOTZ	Linda Falk	(816) 595-1014	\$ 3,942,000.00	100%
2017	Atterbury Student Success Ctr.	UMKC	Greg Silkman	(816) 235-1369	\$ 24,371.11	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2017	Ridgeview Turn Lane	Olathe, KS	Matt Kapfer	(913) 971-9004	\$ 268,529.00	100%
2017	18th St. & Lydia Parking Lot	KC, MO	Kerry Kanatzer	(816) 513-4713	\$ 1,433,299.00	100%
2017	Rt Z, Platte County	MODOT	Amanda Haynes	(573) 751-7460	\$ 386,706.76	100%
2017	Blacksnake Creek Stormwater	St. Joseph, MO	Lee Sommers	(816) 271-4742	\$ 15,663,990.00	96%
2017	Sapling Grove Park	Overland Park, KS	Mike Burton	(913) 895-6032	\$ 592,475.00	100%
2017	6200 Nieman Rd.	Shawnee, KS	Cynthia Moeller-Krass	(913) 742-6236	\$ 4,896,395.50	100%
2017	Amenity Zone - 89th & Penrose	Lenexa, KS	Ben Clark	(913) 477-7795	\$ 1,095,441.80	85%
2017	North Monument Gateway Sign Project	Lee's Summit Municipal Bld Auth	Chris Hughey	(816) 969-1225	\$ 123,903.00	100%
2017	Grading, Surfacing & Traffic Signal US169 & 175th	KDOT	Lee Alverado	(785) 296-7181	\$ 362,248.33	100%
2017	J1S3092-J1S3096 Route 6 Buchanan County	MODOT	Greg Stervinou	(816) 215-7273	\$ 2,700,726.53	100%
2017	Tomahawk Park Trail	Leawood, KS	Brian Anderson	(913) 238-2859	\$ 359,184.00	100%
2017	Sar-Ko-Par Trail Park Pavilion	Lenexa, KS	Logan Wagler	(913) 477-7140	\$ 2,067,667.68	100%
2017	Tremont Square Parking Lot	Tremont Square TDD	Steve Toth	(402) 493-2800	\$ 563,162.75	100%
2017	NCAC Intermediate Piping Replacement	Johnson County KS	Patrick Denning	(913) 715-8562	\$ 60,787.70	100%
2017	City Center Multi-Purpose Trail	Lenexa, KS	Ben Clark	(913) 477-7795	\$ 304,212.74	100%
2017	New Century Airport	Johnson County Airport	Amy Vallery	(913) 715-0595	\$ 142,000.00	100%
2017	Urich Sidewalk Improvements	Urich, MO	Jeramy Jackson	(417) 886-7171	\$ 51,946.00	100%
2017	KCATA Bldg. 1 Elevators	KCATA	Keith Sanders	(816) 346-0359	\$ 1,563,300.00	100%
2017	South Pawnee Circle	Olathe, KS	Neil Meredith	(913) 971-9075	\$ 77,316.00	100%
2017	C04 Rt 291 Clay County	MoDOT	Matthew Daulton	(816) 437-3625	\$ 301,522.10	100%
2017	Nativity School Sidewalks	Independence, MO	Shar Dilmaghani	(816) 325-7600	\$ 283,803.70	100%
2017	Running Horse Road Connector	Platte County, MO	Noel Challis	(816) 858-1808	\$ 190,514.80	100%
2016	Trailside Center Parking Lot	KCMO Parks & Rec	Rodney Riffe	(816) 513-7619	\$ 347,046.20	100%
2016	JoCo Admin. Bldg. Parking Lot	Johnson County, KS	David Schaecher	(913) 715-1177	\$ 132,935.04	100%
2016	KC Zoo Sidewalk Replacement	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 101,993.50	100%
2016	KC Zoo Goat & Donkey Exhibit	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 514,600.00	100%
2016	Buckeye Greenway Ped Bridge & Bank Stabilization	KCMO Parks & Rec	Erica Flad	(816) 513-7780	\$ 250,070.00	100%
2016	Hansen WTP (Fac. 1&2) General Improvements	Water District No. 1 of JoCo	Ramsey Hagan	(913) 895-5823	\$ 1,254,000.00	100%
2016	Illinois Avenue Reconstruction	St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 1,031,370.00	100%
2016	Rt. YY, Buchanan Co.	MoDOT	Amanda Haynes	(573) 751-7460	\$ 1,057,924.02	100%
2016	2016 Concrete Street Repairs	St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 417,100.00	100%
2016	FY-17 Concrete	KCMO School District	Larry Weissman	(816) 418-7323	\$ 447,709.79	100%
2016	Target Green East Marlborough	KCMO WSD	Priya Iyengar	(816) 513-0579	\$ 4,561,000.00	100%
2016	Citywide Playgrounds 2016	KCMO Parks & Rec	Erica Flad	(816) 513-7602	\$ 490,438.00	100%
2016	Mission Crossing Park	Missio, KS	Christy Humerickhouse	(913) 722-8210	\$ 102,276.02	100%
2016	Independence & Benton Blvd Intersection	KCMO Parks & Rec	James Wang	(816) 513-7622	\$ 1,459,633.25	100%
2016	Tomahawk Parkway Bridge & Trail Improvements	Leawood, KS	Brian Anderson	(913) 238-2859	\$ 206,988.00	100%
2016	Lift Station Replacement	Olathe, KS	Sabrina Parker	(913) 971-9116	\$ 681,000.00	100%
2016	Elephant Shade Structure	Friends of the Zoo-KC	Linda Falk	(816) 595-1014	\$ 249,900.00	100%
2016	Park Place Stream Repair	The Weitz Company, LLC	Nikki Powell	(913) 969-9970	\$ 3,464.89	100%
2016	Manor Park Renovation Project	Edgerton, KS	Tegan Meadors	(913) 780-6707	\$ 141,899.62	100%
2016	Lake City Baffle Improvements	Missouri Dept of Conservation	Greg Trinkle	(573) 522-0136	\$ 80,514.00	100%
2015	Greenwood & Raintree Lift Station Improvements	Little Blue Valley Sewer Dist.	Lisa O'Dell	(816) 796-9191	\$ 238,001.00	100%
2015	Ray Marsh Elementary	Shawnee Mission School U.S.D 512	Everett Morgan	(913) 993-6474	\$ 647,400.00	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2015	Nelson WWTP Solids Handling	Johnson County Wastewater	Dale Bauer	(913) 715-0525	\$ 6,458,967.80	100%
2015	Johnson Dr. & Woodland Intersection	Shawnee, KS	Paul Lindstrom	(816) 631-2500	\$ 368,475.50	100%
2015	Main Complex Drive	Blue Valley Recreation Commission	Jim Hook	(913) 685-6022	\$ 215,329.00	100%
2015	Leawood City Park Access	Leawood, KS	Brian Anderson	(913) 238-2859	\$ 291,274.40	100%
2015	Riverfront Community Ctr. Flood Control Wall	Leavenworth, KS	Mike Hooper	(913) 684-0396	\$ 494,830.00	100%
2015	2015 Street Preservation Program	Olathe, KS	Austin Lamparter	(913) 381-1170	\$ 280,792.00	100%
2015	CID Pump Station Bar Screen Improvements	UG of Wyandotte County	Jerod Letcher	(913) 573-5700	\$ 360,114.55	100%
2015	2nd St. Corr. Improvements	Lee's Summit, MO	Matt Haug	(816) 969-1856	\$ 220,909.10	100%
2015	Blue River #14 PS	Johnson County WW	Gordon Rames	(913) 715-8535	\$ 2,022,382.50	100%
2015	Pump Station Improvements	UG of Wyandotte County	Jerod Letcher	(913) 573-5700	\$ 1,285,000.00	100%
2015	Jules Street	St. Joseph, MO	Bob Todd	(816) 271-5322	\$ 876,641.00	100%
2015	Street Improve Cedar Creek & Heatherstone Elem.	USD 233-Olathe, KS	Greg Thomason	(913) 780-7011	\$ 126,608.00	100%
2015	Pavement Improvements @ NE Offices	Johnson County	John Glessner	(913) 715-1159	\$ 165,000.00	100%
2015	Uptown Redevelopment	St. Joseph, MO	Brady McKinley	(816) 271-4741	\$ 1,134,183.00	100%
2015	I-435 SB Off Ramp & 87th St.	Lenexa, KS	Paula Parke	(913) 455-7500	\$ 543,420.00	100%
2015	2014 Park Restroom Improvements	Lenexa, KS	Logan Wagler	(913) 477-7140	\$ 655,783.00	100%
2014	Minor Park Connector Trail	KCMO	Richard Allen	(816) 513-7713	\$ 652,608.45	100%
2014	Rt Bus 29, Buchanan County	MoDOT	Gregory Stervinou	(660) 646-3218	\$ 1,034,526.00	100%
2014	Main St. Viaduct over KC Term. RR	KCMO	James Wang	(816) 513-2737	\$ 510,481.92	100%
2014	Center City Traffic Signal-PH 1	UG of Wyandotte County	Lideana Laboy	(913) 573-5400	\$ 508,270.00	100%
2014	KCATA Prospect Bus Stop Improvements	KCMO	Jeff Martin	(816) 513-8722	\$ 84,720.00	100%
2014	KCMO Union Station Headwall	AMTRAK	Mildred Soto	(312) 544-5139	\$ 379,814.18	100%
2014	Northeast City Parking Lot & Site Improvements	St. Joseph, MO	Roger Sparks	(816) 271-4733	\$ 350,442.50	100%
2014	Call 212 Leavenworth Co. Pedestrian & Bike Trail	KDOT	Kevin Kellerman	(913) 721-2754	\$ 475,313.61	100%
2014	Weston Community Connectivity 45 HWY PH I	Weston, MO	Kim Kirby	(816) 640-2915	\$ 379,950.00	100%
2014	Antioch Crossing Park & Ride	KCATA	Keith Sanders	(816) 346-0359	\$ 605,749.00	100%
2014	Geometric Upgrade & Traffic Signals	KCMO	Sam Akula	(816) 513-9861	\$ 507,485.00	100%
2014	Water Pollution Cont. Trickling Filter #1	Leavenworth, KS	Mike Hooper	(913) 758-6636	\$ 205,500.00	100%
2014	Thompson Barn	Lenexa, KS	Bob Reynolds	(913) 477-7781	\$ 110,152.25	100%
2014	Marlborough Park	KCMO	Frank Gibbs	(816) 513-7563	\$ 475,100.00	100%
2014	Rt. 58, Cass County	MoDOT	Nidal Al-Khaldi	(816) 347-4143	\$ 1,503,468.18	100%
2014	Faraon St. Curbs, Sidewalks, & Asphalt	St. Joseph, MO	Bob Todd	(816) 271-5322	\$ 644,651.00	100%
2014	Rt. H. Andrew County	MoDOT	Kris Buczek	(816) 387-2585	\$ 247,175.48	100%
2014	Fire Station #2 Parking Lot Recon.	Lenexa, KS	Ben Clark	(913) 477-7781	\$ 184,350.00	100%
2014	North Ball Field - PH II	Blue Valley Recreation Commission	Jim Hook	(913) 685-6000	\$ 173,607.00	100%
2014	W. 183rd & Center St. Traffic Signal Improve	Gardner, KS	Mark A. Pottinger	(913) 856-0918	\$ 254,600.00	100%
2014	Swope Campus Parking Lot	KCMO	Bon Marie Gardner	(816) 513-0808	\$ 3,469,000.00	100%
2014	2014 Citywide Playground Improvements	KCMO	Patt Losiewicz	(816) 513-7632	\$ 407,000.00	100%
2014	MRT - Security Enhancement	Platte County, MO	Brian Nowotny	(816) 858-3541	\$ 116,500.00	100%



YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2014	Visitor Lot Expansion	Federal Reserve Bank	Mark Havelka	(816) 881-2378	\$ 335,319.00	100%
2014	Misty Springs WWTF Decom	Platte County, MO	Dan Koch	(816) 858-2052	\$ 34,735.30	100%
2014	Emergency Power Generation II	KCMO	Carla Bergman	(816) 513-0348	\$ 2,381,000.00	100%
2014	Pembroke Hill Playground Renovation	Pembroke Hill HS	James Miller	(816) 936-1213	\$ 64,083.00	100%
2014	Prairie View HS Grandstand Improve	Prairie View USD 362	Aaron Schmidt	(913) 663-5373	\$ 292,350.00	100%
2013	Rt 6 & 752 ADA Improvements	MoDOT	Gregory Stervinou	(660) 646-3218	\$ 753,889.00	100%
2013	Blue Valley North Ball Fields	Blue Valley Recreation Commission	Jim Hook	(913) 685-6000	\$ 152,901.00	100%
2013	Tomahawk Park Trail	Leawood, KS	Brian Anderson	(913) 339-6700	\$ 1,479,079.70	100%
2013	UV Disinfection Addition	Parkville, MO	Kirk Rome	(816) 741-7676	\$ 486,000.00	100%
2013	Rt 33 Clinton County	MoDOT	James Gillespie	(660) 646-3218	\$ 72,527.40	100%
2013	Dean Ave & Lucy Webb Roundabout	Raymore, MO	Michael Krass	(816) 331-1852	\$ 387,865.00	100%
2013	Lenexa Monument Signage	Lenexa, Kansas	Logan Wagler	(913) 477-7140	\$ 327,825.00	100%
2013	100th St. & Darnell Storm Drainage	Lenexa, Kansas	Tom Jacobs	(913) 477-7680	\$ 2,699,217.75	100%
2013	Nichols Patio & Terrace	KC Art Institute	Rick Rieder	(816) 802-3500	\$ 322,780.00	100%
2013	NW 88th St.	MD Management	Caprice James	(913) 831-2996	\$ 345,954.00	100%
2013	Phase I Sidewalk & Lighting Enhancements	Lathrop, MO	Philip Schrick	(816) 781-6182	\$ 225,666.00	100%
2013	Volker & Oak Intersection Improvements	KCMO	Abe Shriazi	(816) 513-9462	\$ 566,198.55	100%
2013	Shoal Creek Trail Segment 6	KCMO	Wes Minder	(816) 513-9461	\$ 899,024.00	100%
2013	Holmes Rd. Design Build	KCMO	Wes Minder	(816) 513-3461	\$ 834,700.00	100%
2013	Lot C Walkway Bridge Repair	Unified Government of Wyandotte	Don Jones	(913) 573-5331	\$ 381,000.00	100%
2013	State Ave Corridor Transit Improvements	KCATA	Keith Sanders	(816) 346-0359	\$ 4,559,642.00	100%
2012	Concrete Ditch Lining Rehab	Lenexa Kansas	Tom Jacobs	(913) 477-7680	\$ 219,017.05	100%
2012	Fifth St.-Phase II	Weston MO	Kim Kirby	(816) 640-2752	\$ 307,256.47	100%
2012	I-670 Pedestrian Bridge Art Installation	KCMO	Mario Vasquez	(816) 513-2726	\$ 39,250.00	100%
2012	KCATA Waterline Break Pavement Repair	KCATA	Matt Chrisman	(816) 346-0227	\$ 17,840.00	100%
2012	NE 73rd Terr. Bank Stabilization	City of Gladstone	Glen Whitten	(816) 423-4131	\$ 194,624.00	100%
2012	SW Surface Parking Lot	US Federal Reserve Bank	Mark Havelka	(816) 881-2378	\$ 222,000.00	100%
2012	Rt 210 Clay County	MoDOT	Mark Sommerhauser	(816) 347-2299	\$ 379,611.46	100%
2012	Metcalf/SM Pkwy Bus Corridor	City of Overland Park	Brian Scovill	(913) 895-6052	\$ 1,895,211.50	100%
2012	N. Garfield Change Order	KCMO	Wes Minder	(816) 513-9467	\$ 55,051.00	100%
2012	CMH SE Parking Lot	CMH	Randy Murrell	(913) 696-8167	\$ 381,518.00	100%
2012	Mo. Corridor East Side	KCATA	Will Hobart	(816) 346-0248	\$ 508,106.30	100%
2012	Block 112 Parking Lot	KCMO	Chad Thompson	(816) 513-2738	\$ 318,753.00	100%
2012	2012 Play Area Improvements	KCMO Parks & Rec	Heather Runkel	(816) 513-7619	\$ 914,878.00	100%
2012	Blue River WWTP Bar Screens	KCMO WSD	Shaun O'Kelley	(816) 803-4600	\$ 601,701.00	100%
2012	Southern Platte Pass	Platte County	John Zimmermann	(816) 329-8600	\$ 985,032.72	100%
2012	Oak Street Streetscape Improvements	KCMO	Mario Vasquez	(816) 513-2726	\$ 298,447.00	100%
2012	Bus Storage Facility Concrete Repairs	KCATA	John Marcus	(816) 346-0307	\$ 24,308.66	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2012	Uptown St. Joseph TDDB	St. Joseph, MO	Joyce Canfield	(816) 271-5322	\$ 289,964.00	100%
2012	7920 Ward Pkwy Storm Drainage	KCMO	Jim Merideth	(816) 513-0443	\$ 143,625.00	100%
2012	48th & Vermont	KCMO WSD	Robert Davis	(816) 513-0357	\$ 88,732.00	100%
2011	Santa Fe Trail	KCMO Parks & Rec	Scott Overbay	(816) 513-7628	\$ 86,652.00	100%
2011	Brush Creek Trails	KCMO	Steve Hatfield	(816) 513-7780	\$ 843,621.00	100%
2011	Platte Purchase Park Play Area	KCMO	Heather Runkel	(816) 513-7619	\$ 184,283.00	100%
2011	N. Indiana Ave.	KCMO	Damon Hodges	(816) 513-0019	\$ 1,372,071.50	100%
2011	Shoal Creek Trail Segment 5	City of Gladstone	Tim Nerbergall	(816) 436-5442	\$ 961,430.00	100%
2011	Rock Creek Aeration	City of Independence MO	Rob Patten	(816) 325-7711	\$ 1,567,320.68	100%
2011	Wornall Rd.-Blue Ridge Blvd to 135th-Design Build	KCMO	Jeff Martin	(816) 513-8722	\$ 978,800.00	100%
2011	I-670 Pedestrian Bridge	KCMO	Mario Vasquez	(816) 513-2726	\$ 172,865.64	100%
2011	SE 1st St. Emergency Detour	Oak Grove, MO	Steven Craig	(816) 690-3773	\$ 133,903.65	100%
2011	Rehab Overhaul Base Entry Rd.	KCMO	Cherlyn Tanner	(816) 243-3059	\$ 620,413.45	100%
2011	Middle Blue River Green Solutions Project	KCMO Water Services Dept.	Francis Reddy	(816) 513-0442	\$ 4,245,268.00	100%
2011	Design Build N. Garfield Ave.	City of Kansas City MO	Wes Minder	(816) 513-2506	\$ 611,793.00	100%
2011	Vehicle Impound Facility Improvements	City of Kansas City MO	Jenny Harriman	(816) 513-2526	\$ 617,961.00	100%
2011	Minor Smith Park Bridge Replacement	City of Raytown MO Parks & Rec	Kevin Boji	(816) 358-4100	\$ 161,084.41	100%
2011	Waukomis Pumping Station	City of KC, MO	Morris Ross	(816) 513-0361	\$ 2,517,405.44	100%
2010	95th St. Trail	City of Lenexa, KS	Paula Parke	(913) 477-7687	\$ 398,973.50	100%
2010	Ward & Longview Rd.	City of Lee's Summit, MO	David Wahl	(816) 969-1856	\$ 526,730.76	100%
2010	Mack Porter Trail	City of Kearney, MO	Jim Eldridge	(816) 628-4142	\$ 234,993.00	100%
2010	Lenexa Dr. Slope Stab.	City of Lenexa, KS	Tom Jacobs	(913) 477-7644	\$ 93,412.00	100%
2010	Troost @ Brush Creek	KCMO Water Services Dept.	Chad Thompson	(816) 513-2738	\$ 978,405.20	100%
2010	Independence Ave. Traf.	City of Lee's Summit, MO	Nicole Averell	(816) 969-1080	\$ 17,234.55	100%
2010	KCI TIF T-2 Trail	MD Management	Caprice James	(913) 831-2996	\$ 304,450.00	100%
2010	BNSF West Track	City of Olathe, KS	Phil Estes	(913) 971-8667	\$ 1,176,736.00	100%
2010	Sunnyside Park Shelter	City of KCMO Parks & Rec	Scott Overbay	(816) 513-7500	\$ 175,100.00	100%
2010	NW Barry Rd	MD Management	Caprice James	(913) 831-2996	\$ 2,250,000.00	100%
2010	Phase III of Warsaw Riverwalk	City of Warsaw MO	Randy Poge	(660) 438-5522	\$ 454,809.00	100%
2010	Indian Creek Trail	City of KCMO Parks & Rec	Richard Allen	(816) 513-7713	\$ 256,245.00	100%
2010	High Service Pump Station	City of Atchison Kansas	David Mahoney	(913) 367-5500	\$ 703,300.00	100%
2010	Surface Parking Lot	Land Clearance for Redevelopment	Joe Egan	(816) 221-0636	\$ 368,685.00	100%
2010	GPES/KCPL Fuel Canopy	Summit Construction	James Hall	(816) 554-8503	\$ 67,279.00	100%
2010	El Monte Fountain Improvements	City of Prairie Village KS	Mike Helms	(913) 385-4644	\$ 51,009.00	100%
2010	57th Street & Barton Lane	City of Shawnee KS	Pau Lindstrom	(813) 742-6234	\$ 887,890.00	100%
2010	Baldwin City Safe Routes to School	KDOT		(785) 296-3566	\$ 155,673.00	100%
2010	Heritage Trail	City of Olathe, KS	Michael Lafka	(913) 971-8541	\$ 747,490.25	100%
2010	Rehab Terminal B Loop Road	KCMO Aviation Department	Homi Kapadia	(816) 243-3038	\$ 2,826,870.00	100%

YEAR	PROJECT NAME	OWNER	CONTACT	PHONE	CONTRACT AMOUNT	% COMPLETE
2010	2008 & 2009 Sidewalk Improvements	City of Leavenworth Kansas	Mike Hooper	(913) 682-9201	\$ 292,933.00	100%
2010	Grading, Surfacing, & Traffic Signal	KDOT	Lee Alvarado	(785) 296-7181	\$ 435,343.00	100%
2010	I-35 NB Off Ramp at 151st St.	City of Olathe Kansas	Therese Mersmann	(913) 971-8752	\$ 256,892.50	100%
2010	Gezer Park - PH II	City of Leawood, KS	Brian Anderson	(913) 238-2859	\$ 1,697,899.00	100%
2010	Jerry Smith Park Trail Design	KCMO Parks & Recreation	Jimmi Lossing	(816) 513-7627	\$ 204,072.00	100%
2010	Courtney Bend Basin No. 2 Drive Replacement	City of Independence	Matt McLaughlin	(816) 395-7695	\$ 342,000.00	100%

**AFFIDAVIT**


Comes now Brian Gordon, of the  
*Printed Name of Affiant*

MEGA Industries Corporation,  
*Name of Bidding Entity*

and upon his/her oath states that in connection with the bid for  
Longview Metal Buildings,  
*Name of Project Being Bid Upon*

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

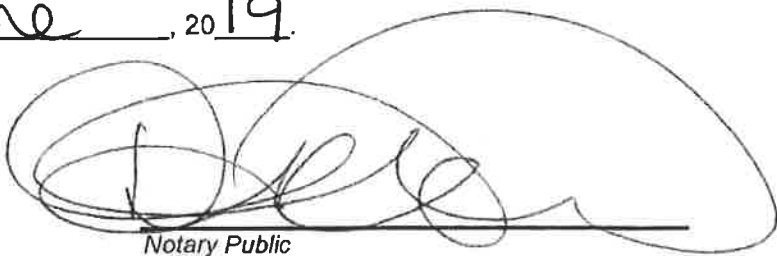
Further, Affiant saith not.

  
*Signature of Affiant*

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,

this 4<sup>th</sup> day of June, 2019.

DANIELLE GUERRERO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires June 13, 2020  
Commission # 16741369

  
*Notary Public*

My commission expires 06/13/2020.

## **TAX CLEARANCE REQUIRED**

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

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

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

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***MEGA INDUSTRIES CORPORATION***  
***00371233***

was created under the laws of this State on the 22nd day of September, 1992, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 15th day of May, 2019.

  
Secretary of State



Certification Number: CERT-05152019-0074

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

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

Gentlemen:

I do hereby certify that year 2016 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of \$ 0.00. I further certify that assessment returns as required by law for year 2019 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.

  
Authorized Signature of Bidder

**Brian Gordon      President**

Title

For: **MEGA Industries Corporation**

Company Name

1491 Iron Street  
Street Address

N. Kansas City MO 64116  
City, State & Zip

816-472-8722  
Telephone #

Federal I.D. #

43-1619677

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri,

this

4th

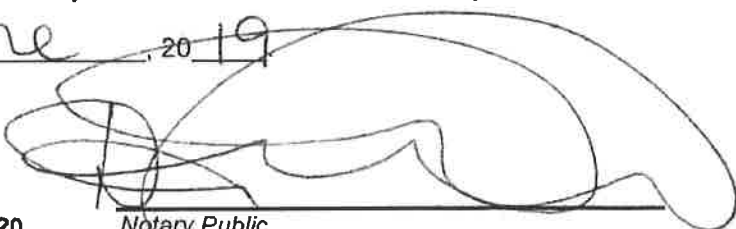
day of

June

20

19

DANIELLE GUERRERO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires June 13, 2020  
Commission # 16741369

  
Notary Public

My commission expires

06/13/2020

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



## LIST OF INTENDED SUBCONTRACTORS

Bidder Name: MEGA Industries Corporation

Will subcontractors be used to complete the work? ☐ Yes ☐ No

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

Subcontractor No. \_\_\_\_\_

Name: DALES LANG ELECTRIC

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Dollar Amount	\$ <u>22,881.00</u>
------------------	---------------------

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Dollar Amount	\$
------------------	----

(List of Subcontractors Continued)

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dollar	\$
Amount	

\_\_\_\_\_

Subcontractor No. \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dollar	\$
Amount	

JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM

Report Date: 6-4-19 (All reports expire annually on December 31st)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:

Tom Wyrsh

Contract Compliance Review Director

415 East 12th Street - 2nd Floor

Kansas City, Missouri 64106

EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)

FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company MEGA Industries Corporation  
Street Address 1491 Iron St.  
City Kansas City State MO Zip 64116  
Email Address: caleb@megakc.com  
Website Address: www.megakc.com  
Area Code 816 Telephone Number 472-8122  
Representative Name Caleb Lundberg

**2. COMPANY STATISTICS:**

A. Total number of Employees 71

B. Total Number of Employees who are:

- |                       |                          |
|-----------------------|--------------------------|
| 1. Women <u>5</u>     | 4. Asian _____           |
| 2. Hispanic <u>19</u> | 5. American Indian _____ |
| 3. Black <u>2</u>     | 6. Other _____           |

3. Has your company advertised for applicants since your report?

If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

YES NO N/A

— ✓ —

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program?

If so, please attach a detailed report of such efforts.

— ✓ —

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

If so, please attach a narrative of such efforts.

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?

YES NO N/A

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

YES NO N/A

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

*see attached*

NAME OF COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT \_\_\_\_\_

AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

1. Available employment  
2. Visual check  
3. Other (specify) \_\_\_\_\_

YES NO

This Compliance Review Form was prepared and submitted by:

*Caleb Lundberg*  
Signature

*Caleb Lundberg - Controller*  
Name and Title

*6/3/2019*  
Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

Mega Industries Corporation  
Minority Contractors  
2019

Company	Scope	Certification	Contract Value
<b>Blacksnake Creek Stormwater Separation Imprv Project Conveyance Pkg</b>			
Rodriguez	Site Utilities	MBE	1,566,399.00
WCI	Struct. Conc	WBE	1,276,399.00
Pine Valley	Erosion Control	WBE	290,000.00
<b>White Oak Park Access and Trail Improvements</b>			
All-American Ready Mix	Concrete	MBE	25,671.00
Boswell and Lee Trucking	Hauling	MBE	955.00
Welch Silt Fence and Erosion Control	Erosion Control	WBE	13,300.00
<b>64th St Sidewalk/Gower Drive</b>			
Erosion Specialists, LLC	Erosion Control	MBE	238,238.94
Welch Silt Fence & Erosion Control, LLC	Erosion Control	WBE	149,006.72
<b>Prospect MAX BRT Package 4</b>			
Richardson Hauling	Hauling	DBE	75,000.00
Construction Anchors	Concrete Acc.	DBE	100,000.00
RGS & Associates Development Co, LLC	Concrete FW	DBE	1,436,987.00
Total Sodding & Seeding, Inc.	Sodding	DBE	40,000.00
International Builders & Consultants, Inc.	Traffic Control	DBE	435,033.00
Electronic Technology, Inc.	Fiber Optic	DBE	84,375.00
GSC Lighting Supply	Elec. Material	DBE	80,577.00
<b>Camel Feeding Deck</b>			
Total Sodding and Seeding	Sodding	MBE	48,511.75
Staco Electric Construction Co.	Electrical	WBE	19,485.00
<b>Lake City Baffles</b>			
Genesis Environmental Solutions, Inc	Painting	MBE	4,770.00
Construction Anchors	Concrete Accessories	WBE	732.00
<b>Englewood Arts District Streetscape Improvements Project</b>			
International Builders & Consultants		MBE	18,466.00
Richardson Hauling	Trucking	MBE	3,000.00



**MEGA**  
INDUSTRIES CORPORATION

**EQUAL EMPLOYMENT OPPORTUNITY  
AFFIRMATIVE ACTION PLAN**

**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

It is the policy of the company not to discriminate against any qualified employees and applicants for employment because of race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law. The company will take affirmative action to ensure that the Policy is implemented, particularly with regard to: employment, upgrade, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, compensation, benefits and all other privileges, training, discipline, and working conditions.

The company will continue to make it understood by all companies with whom it deals, and in employment opportunity announcements that the foregoing is company policy; and that all applicants and employees will continue to be compensated, trained, advanced, demoted, terminated, hired, and transferred solely on the basis of the individual's merit.

All present employees are requested to encourage minorities, women, veterans, and qualified disabled persons to make application for employment with the company or to apply for training in an approved On the Job Training. As part of its commitment to providing equal employment opportunities, the Company will provide reasonable accommodation, in accordance with applicable laws, to qualified individuals with disabilities. Any applicant or employee who is disabled should notify their supervisor and/or the company EEO Officer to request a reasonable accommodation.

It is the policy of the company to ensure and maintain a working environment free of harassment, intimidation, and coercion at all job sites, and in all facilities at which employees are assigned to work. The Policy will be rigidly adhered to at all times. Any violation of the Policy should be reported immediately to your supervisor or to the company EEO Officer.

The company's EEO Officer's name and address is:

Caleb C. Lundberg  
1491 Iron Street  
North Kansas City, Missouri 64116  
(816) 472-8722

## **AFFIRMATIVE ACTION PLAN**

Mega Industries Corporation is an Equal Opportunity Employer. All qualified applicants for employment will receive consideration without discrimination because of race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law. An Affirmative Action hiring process will assure those qualified individuals previously discriminated against in the American work force will have job opportunities.

All employees of Mega Industries Corporation will be treated equally with respect to employment; upgrade, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, compensation, benefits and all other privileges, training, discipline and working conditions. Such decisions shall be made solely on the basis of qualification, merit, and length of service with consideration for such qualities as aptitude, attitude, workmanship, attendance (including punctuality), and employee misconduct or performance problems.

In compliance with the Civil Rights Act of 1964 and 1991, Executive Order No. 11246 and The Americans with Disabilities Act of 1990 and to reaffirm continued commitment to Equal Opportunity and Affirmative Action employment, the Company submits the following plan:

1. Assignment: Equal Opportunity Policy Officer  
Caleb C. Lundberg  
1491 Iron Street  
North Kansas City, Missouri 64116  
(816) 472- 8722

The Equal Employment Opportunity Officer is hereby designated the general responsibility of implementing and maintaining the Company's EEO Policy. Specific responsibilities included, but not limited to, are as follows:

- a. Coordinate the program;
- b. Advise and assist management with the program;
- c. Render periodic reports to the Company relative to the policy, the programs and progress or the programs;
- d. Make recommendations for the implementation of the plan in an orderly and progressive manner and to expand the plan to strengthen affirmative action employment;
- e. Review the plan periodically and institute all necessary procedures and/or changes so as to assure that the Company fulfills its affirmative action goals;
- f. Post on all job sites, home and area office bulletin boards the necessary program information, the Company policy and the name, telephone number and address of where the EEO Policy Officer, or his designated representative can be contacted at all times concerning any acts or alleged acts of discrimination.
- g. Establish, document, and monitor all training positions as required by contract provisions.
- h. Visit job sites periodically to insure compliance with program.

### **2. POLICY DISSEMINATION:**

The Company and its EEO Policy Officer, Caleb C. Lundberg, will take steps to ensure that all employees are advised of the policy on non-discrimination and of its continued interest in actively providing equal opportunities and affirmative action as follows:

- a. All available communication sources, including but not limited to, bulletin boards, weekly safety meetings, pay envelope mailers, etc. The EEO Officer, Caleb C. Lundberg, shall instruct every supervisor before he commences a new project and during the course of the project as the EEO Officer feels is advisable. The EEO Officer shall obtain from the project supervisor a commitment to follow and enforce the Company's Equal Opportunity Employment and Affirmative Action

- programs within his/her authority. The EEO Officer shall periodically review with the project superintendents their responsibility to follow the programs and to report the progress being made.
- b. The Company shall, at its Annual Meeting, Job Conferences, Supervisory Conferences, and other meetings of the office staff and supervisors provide an opportunity for the EEO Officer to review and instruct the supervisory employees and office staff of their responsibility under the Company's Equal Opportunity and Affirmative Action Program.
  - c. Weekly safety meetings may be used for further orientation on non-discrimination and the Company's Equal Opportunity Employment / Affirmative Action program. Qualified individuals can be encouraged to take part in the Affirmative Action Program; however, it will be stressed that the key to an individual's success is ability and merit.
  - d. The Company's key management and home office staff will be fully cognizant of the Company's policy and program and of their responsibilities to it. Those key personnel include those engaging in recruiting, hiring, training and other personnel activities.
  - e. The company will establish a system of management control and periodic inspections within supervisory levels to assure total compliance with the EEO Policy.

### 3. APPRENTICESHIP AND TRAINING:

Appropriate steps will be taken to actively encourage female and minority group employees to develop and increase their skills. This will be done through:

- a. On-the-job training;
- b. Education programs available through area resources;
- c. The Company will include female and/or minority employees in any pre-apprenticeship, or other training programs in which the Company either participates in or has knowledge of which will develop the skills of the participants;
- d. The Company will provide documentation to State and Federal agencies where required by contacted provisions, file proper documentation as required, and monitor entire training process.

### 4. BENEFITS:

Employee benefits will be provided to employees without regard to race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law.

- a. The Company will contract group health insurance, for all employees who are eligible. Personnel will have worked the required days in order to qualify for insurance coverage. The employee may forfeit his/her rights to the coverage.
- b. All hourly employees, salaried and key personnel will become part of the Company 401(K) Salary Reduction Plan and Employee Stock Ownership Plan when they have met each plan's required employment period.
- c. The Company will insure that there is no disparity in the compensation received by minority and/or female employees and other protected classes for the performance of equivalent duties. The opportunities for performing overtime work or otherwise increasing earnings will be based on seniority, aptitude, attendance, and attitude without regard to race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law.

### 5. PLACEMENT AND PROMOTION:

The Company will review job categories on a continuous basis. Where few minority or female persons are presently employed the Company will seek to determine the cause for such situations. Remedial efforts may include:

- a. The Company will conduct personal systematic and direct recruitment through public and private employee referral services and sources likely to yield minority and women applicants. Such sources will include schools, colleges, trade schools, and minority group organizations, State Employment Offices, Probation Officers. The Company will use these organizations to identify target employees for any given area of construction.
- b. When and where appropriate employment advertisements will be placed in newspapers or other publications or broadcasts that are devoted to the interests of minority groups and females.



- c. All recruiting sources used by the Company will be notified, in writing, of the Company's policy and program and will be urged to refer qualified minority and female applicants.
  - d. The Company's EEO Policy Officer or his/her designated representative shall notify all present employees of the openings and shall encourage those employees to refer qualified minority group applicants for employment.
6. SUBCONTRACTORS:
- a. The Company will solicit by fax and/or personal contact, minority group and female subcontractors. The Company will also actively solicit those subcontractors with significant minority employee representation.
  - b. The applicable requirements of the Civil Rights Act of 1964 and 1991, Executive Order 11246 and/or subsequent orders will be included in all subcontracts and purchase orders.
7. COMPANY GOALS AND OBJECTIVES:
- a. Goals will be established for the Company as whole, rather than specific contracts only. These goals will apply to hiring of employment; upgrade, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, compensation, benefits and all other privileges, training, discipline and working conditions.
  - b. The Company will continuously monitor its total work force for compliance with regulatory statutes regarding employment practice. Goals and objectives will be revised to conform with the conditions existing in the area(s) in which the Company is working if the current goals are not at or above said goals and objectives;
  - c. The Company will insist that contractor and subcontractors working with the Company establish and maintain goals and objectives. These goals and objectives will at a minimum be those prescribed by Federal, State and City mandate.
  - d. The Equal Employment Opportunity Policy Officer will take any action necessary to correct any deficiencies of the contractors and subcontractors goals and objectives which are discovered by the periodic review process.



September 05, 2018

TO: ALL EMPLOYEES

RE: RECRUITING

Mega Industries Corporation. is morally and legally committed to nondiscrimination and affirmative action in employment. The following Equal Employment Opportunity policy statement governs Company personnel practices and procedures.

"It is the policy of Mega Industries, Corp. to promote the realization of equal employment opportunity through a positive continuing program of specific practices designed to ensure the full realization of equal opportunity in employment. This Company will not discriminate in employment because of race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law. All applicants meeting our basic occupational qualifications are welcome and encouraged for apply for jobs with this Company."

In keeping with this policy, we have designed and agreed to implement an affirmative action program in accordance with the Civil Rights Act of 1964 and Executive Order 11246 and its amendments. And according to affirmative action regulations Sections 503 of the Rehabilitation Act of 1973 and Section 402 of the 1974 Vietnam Veterans Readjustment Assistance Act.

We earnestly request your help in the recruiting phase of our affirmative action program. Please refer all qualified minority and female applicants for employment to our management.

Sincerely,

A handwritten signature in dark ink, appearing to read "Caleb C. Lundberg", is written over a light-colored background.

Caleb C. Lundberg  
EEO Officer

"AN EQUAL OPPORTUNITY EMPLOYER"



September 05, 2018

TO: All Employees

The employment policies and practices of Mega Industries, Corp. are to recruit, hire, train and promote persons in and for all job classification without regard to race, creed, color, religion, disabled, sex, age, veteran status, or national origin, and to ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, Company sponsored training, education, tuition assistance, social and recreational programs, are administered without regard to race, color, religion, national origin, creed, disability, genetic information, pregnancy, age, sex, gender, sexual orientation, disabled, veteran status, ancestry or any other status protected by applicable law. Mega Industries Corporation is committed to this policy of EQUAL OPPORTUNITY EMPLOYMENT.

Please assist us in implementing this policy by reporting all violations to Caleb C. Lundberg, the Company EEO Officer, at 816-472-8722.

Sincerely,

A handwritten signature in black ink, appearing to be "Brian Gordon", written over a horizontal line.

Brian Gordon  
President and CEO

## JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Invitation to Bid Number: \_\_\_\_\_  
Invitation to Bid Title: Longview Metal Buildings  
Contracting Department: \_\_\_\_\_  
Bidder: MEGA Industries Corporation

I, Brian Gordon, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Invitation to Bid and the MBE/WBE/VBE Program and is given on behalf of the Bidder listed above. It sets out the Bidder's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the Bid.
2. The bid goals set by Jackson County, Missouri are: 9.5 % MBE and 11.7 % WBE and 9.5 % VBE. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE participation in the above bid:

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

Total MBE Contract Value: \$ \_\_\_\_\_

Total WBE Contract Value: \$ \_\_\_\_\_

Total VBE Contract Value: \$ \_\_\_\_\_

Total Contract Value \$ \_\_\_\_\_

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

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

No.	Description	Bidder Response:
a.	MBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
b.	MBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
c.	MBE Firm:	
	Address line 1:	
	Address line 2 – including County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency:	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Contract Value:	
	<b>Add Additional Pages as Necessary</b>	

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

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

**LONGVIEW METAL BUILDINGS  
(ARBANAS AND PARK OPERATIONS)**

**COUNTY PROJECT 3235  
COUNTY BID NO. PW 05-2019**

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

	Add Additional Pages as Necessary	

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

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

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

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

Bidder Primary Contact: Brian Gordon

Title: President 

Date: 6-4-19

Subscribed and sworn to before me this 4th day of June, 2019

My Commission Expires: 11/11/21

  
Notary Public

(Attach corporate seal if applicable)

SHELLEY FINNELL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Nov. 11, 2021  
Commission # 13890510

For questions on this form please contact:

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



OSHA TEN HOUR TRAINING REQUIREMENTS:

Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar

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

The undersigned bidder hereby certifies:

**OSHA 10 CARD CERTIFICATION**

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

  
Authorized Signature of Bidder

Brian Gordon  
**President**

MEGA Industries Corporation  
Company Name

6-4-19  
Date

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Customer: JACKSON COUNTY, MO  
Property: 11100 VIEW HIGH DR  
KANSAS CITY, MO 64134-4124  
Home: 415 EAST 12TH STREET  
KANSAS CITY, MO 64106-2706

Claim Rep.: KEVIN HEMINGWAY  
Company: THE TRAVELERS INDEMNITY COMPANY  
Business: PO BOX 2930  
OVERLAND PARK, KS 66201-1330

Business: (417) 209-8500  
E-mail: KHEMINGW@TRAVELERS.  
COM

**Claim Number:** FCC6228001H      **Policy Number:** KTKCMB 297T7978      **Type of Loss:** Windstorm  
**Date of Loss:** 5/3/2018 12:00 AM      **Date Completed:** 11/20/2018 1:06 PM      **Price List:** MOKC8X\_MAY18

Coverage	Deductible	Policy Limit
Blanket Limit - Building	\$150,000.00	\$100,000,000.00

**Dear JACKSON COUNTY, MO:**

We have prepared an estimate of damages which will serve as the basis for our determination of benefits. Therefore, you and/or your contractor should review this estimate carefully and let us know immediately if you have any questions prior to beginning any work. A letter with an explanation of benefits and coverage will be provided to you separately.

Thank you for allowing us to be of service, and thank you for choosing THE TRAVELERS INDEMNITY COMPANY for your insurance needs. If you have any questions regarding this estimate or any aspect of your claim, please contact KEVIN HEMINGWAY at (417) 209-8500.

# Guide to Understanding Your Property Estimate

Common Units of Measure			
EA – Each	CY – Cubic Yard		
LF – Linear Foot	SQ – Square		
SF – Square Foot	HR – Hour		
SY – Square Yard	DA – Day		
CF – Cubic Foot	RM – Room		

## Your Estimate Cover Sheet

The cover sheet of your estimate includes important information such as:

- (A) Your Travelers claim professional's contact information
- (B) Your claim number
- (C) The types of coverage under your policy, including the applicable deductibles and policy limits.
- (D) Your estimate may include policy sublimits for specific items, such as money. Each sublimit has a unique ID tag. That ID tag will appear next to any line item subject to the sublimit.

Claim Professional: John Doe	Business: (860) 555-9876	
Business: One Tower Square Hartford, CT 06183	E-mail: jdoe@travelers.com	
Claim Number: ABC1234001H	Policy Number: 123456789-633-1	
Date of Loss: 10/10/2011 3:00 PM	Date Completed: 10/11/2011 11:50 AM	
Type of Loss: Fire		
Price List: CTHA7X_OCT11		
Coverage	Deductible	Policy Limit
Dwelling	\$500.00	\$300,000.00
Other Structures	\$0.00	\$30,000.00
Contents	\$0.00	\$210,000.00
*Money, Gift Cards, etc. [S 3:1]		\$200.00/\$200.00

## Your Estimate Detail

This is where the details about your lost or damaged property can be found.

- (E) Description – Details describing the activity or items being estimated.
- (F) Quantity – The number of units (for example, square feet) for an item.
- (G) Unit Cost – The cost of a single unit.
- (H) Replacement Cost Value (RCV) – The estimated cost of repairing a damaged item or replacing an item with a similar one. RCV is calculated by multiplying Quantity x Unit Cost.
- (I) Depreciation – Loss of value that has occurred over time due to factors such as age, wear and tear, and obsolescence. If depreciation is recoverable, the amount is shown in ( ). If depreciation is not recoverable, the amount is shown in < > .
- (J) Actual Cash Value (ACV) – The estimated value of the item or damage at the time of the loss. Generally, ACV is calculated as Replacement Cost Value (RCV) minus Depreciation.
- (K) Labor Minimums – The cost of labor associated with drive time, setup time and applicable administrative tasks required to perform a minor repair.

Living Room				LaWNH 10' x 14' x 8'			
512.00 SF Walls				252.00 SF Ceiling			
768.00 SF Walls & Ceiling				252.00 SF Floor			
28.00 SY Flooring				64.00 LF Floor Perimeter			
144.00 SF Drywall				11.00 SF Sh. (10')			
64.00 LF Trim							
DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV	
<b>DWELLING</b>							
1. 1/2" drywall - hung, taped, floated, ready for paint	32.00	SF	1.55	0.75	50.35	(1.67)	48.68
2. Paint the walls - two coats	512.00	SF	0.63	5.22	327.78	(43.71)	284.07
3. R&R Carpet	252.00	SF	3.01	33.57	792.19	<148.33>	643.76
<b>CONTENTS</b>							
4. Cash, currency, money, bank notes, bullion, and coins [S 3:1]	1.00	EA	200.00	0.00	200.00	(0.00)	200.00
5. TV - LCD / LED LCD 35.39 in.	1.00	EA	500.00	30.00	530.00	(79.50)	450.50
Dwelling Totals:			39.54	1,170.22	193.71		976.51
Contents Totals:			30.00	730.00	(79.50)		650.50
Totals: Living Room			69.54	1,900.22	273.21		1,627.01
<b>Labor Minimums</b>							
DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV	
<b>DWELLING</b>							
6. Drywall repair	1.00	EA	297.88	0.00	297.88	(0.00)	297.88
Dwelling Totals:			0.00	297.88			297.88
Totals: Labor Minimums			0.00	297.88	0.00		297.88

## Your Estimate Summary

For each type of coverage involved in your estimate there is a summary section that shows the total estimated costs (RCV and ACV) and net claim amount for the coverage type. The example to the right depicts a Dwelling coverage summary.

- (L) Line Item Total – The sum of all the line items for that particular coverage.
- (M) Total Replacement Cost Value – The total RCV of all items for that coverage.
- (N) Total Actual Cash Value – The total ACV of all items for that coverage.
- (O) Deductible – The amount of the loss paid by you. A deductible is generally a specified dollar amount or a percentage of your policy limit.
- (P) Net Claim – The amount payable to you after depreciation and deductible have been applied. This amount can never be greater than your coverage limit.
- (Q) Total Recoverable Depreciation – The total amount of depreciation you can potentially recover.

Summary for Dwelling	
Line Item Total	1,428.56
Material Sales Tax	39.54
Replacement Cost Value	\$1,468.10
Less Depreciation	(193.71)
Actual Cash Value	\$1,274.39
Less Deductible	(500.00)
Net Claim	\$774.39
Total Depreciation	193.71
Less Non-Recoverable Depreciation	<148.33>
Total Recoverable Depreciation	45.38
Net Claim if Depreciation is Recovered	\$819.77

We encourage you to contact us if you have additional questions regarding your claim or anything in this guide.

For information about how the claim process works and where to find services to help you recover, visit [travelers.com/claim](http://travelers.com/claim).



## JACKSON\_COUNTY\_MO1

### Temporary Repairs

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>BLANKET LIMIT - BUILDING</u>						
1. Temporary Repairs - per hour	16.00	HR				BID
2 workers for 8 hours to clean up debris and secure the metal roofing material that had blown away during the windstorm.						
2. Emergency service call - after business hours	1.00	EA				BID
<b>Totals: Temporary Repairs</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Main Level

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<u>BLANKET LIMIT - BUILDING</u>						
3. Waterproof concrete & masonry paint	3306.41	SF				BID
<b>Total: Main Level</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### Golf Cart Building

**Height: Sloped**



2140.94 SF Walls	1636.13 SF Ceiling
3777.07 SF Walls & Ceiling	1611.75 SF Floor
179.08 SY Flooring	114.83 LF Floor Perimeter
236.64 LF Ceil. Perimeter	

Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Door	8' 8" X 8' 6"	Opens into Exterior
Door	8' 8" X 8' 6"	Opens into Exterior



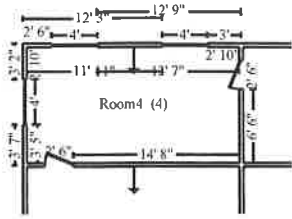
# **Subroom: Room7 (1)**

**Height: Sloped**

1111.21 SF Walls  
2250.01 SF Walls & Ceiling  
126.02 SY Flooring  
226.92 LF Ceil. Perimeter

1138.80 SF Ceiling  
1134.19 SF Floor  
146.83 LF Floor Perimeter

Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU
Window	4' X 2'	Opens into GOLF_CART_BU
Missing Wall - Goes to Floor	8' X 6' 8"	Opens into GOLF_CART_BU



#### Subroom: Room4 (4)

Height: Sloped

442.25 SF Walls  
637.22 SF Walls & Ceiling  
21.35 SY Flooring  
58.30 LF Ceil. Perimeter

194.97 SF Ceiling  
192.19 SF Floor  
58.00 LF Floor Perimeter

Door

2' 6" X 6' 8"

Opens into ROOM6

Window

4' X 2'

Opens into Exterior

Window

4' X 2'

Opens into Exterior

Window

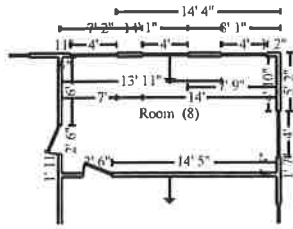
4' X 2'

Opens into Exterior

Door

2' 6" X 6' 8"

Opens into ROOM8



#### Subroom: Room (8)

Height: Sloped

442.25 SF Walls  
637.22 SF Walls & Ceiling  
21.35 SY Flooring  
58.30 LF Ceil. Perimeter

194.97 SF Ceiling  
192.19 SF Floor  
58.00 LF Floor Perimeter

Window

4' X 2'

Opens into Exterior

Window

4' X 2'

Opens into Exterior

Window

4' X 2'

Opens into Exterior

Window

4' X 2'

Opens into Exterior

Door

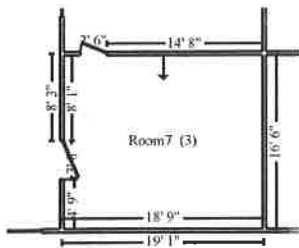
2' 6" X 6' 8"

Opens into ROOM2

Door

2' 6" X 6' 8"

Opens into ROOM4



#### Subroom: Room7 (3)

Height: Sloped

696.19 SF Walls  
1009.83 SF Walls & Ceiling  
34.38 SY Flooring  
70.96 LF Ceil. Perimeter

313.64 SF Ceiling  
309.38 SF Floor  
70.50 LF Floor Perimeter

Door

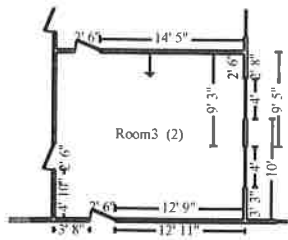
2' 6" X 6' 8"

Opens into ROOM5

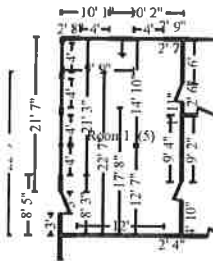
Door

3' 8" X 6' 6"

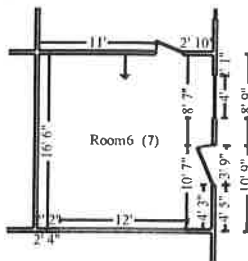
Opens into Exterior



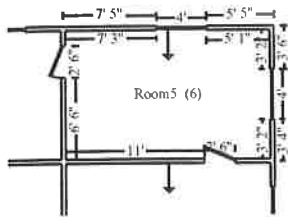
Subroom: Room3 (2)		Height: Sloped
696.19 SF Walls	313.64 SF Ceiling	
1009.83 SF Walls & Ceiling	309.38 SF Floor	
34.38 SY Flooring	70.50 LF Floor Perimeter	
70.96 LF Ceil. Perimeter		
4' X 2'	Opens into Exterior	
4' X 2'	Opens into Exterior	
2' 6" X 6' 8"	Opens into ROOM	
2' 6" X 6' 8"	Opens into ROOM2	
2' 6" X 6' 8"	Opens into GOLF_CART BU	



Subroom: Room1 (5)		Height: Sloped
701.50 SF Walls	448.43 SF Ceiling	
1149.93 SF Walls & Ceiling	442.36 SF Floor	
49.15 SY Flooring	74.83 LF Floor Perimeter	
87.58 LF Ceil. Perimeter		
2' 6" X 6' 8"	Opens into ROOM4	
2' 6" X 6' 8"	Opens into ROOM	
4' X 2'	Opens into Exterior	
4' X 2'	Opens into Exterior	
3' X 6' 7"	Opens into Exterior	
4' X 2'	Opens into Exterior	
4' X 2'	Opens into Exterior	
4' X 2'	Opens into Exterior	
4' X 2'	Opens into Exterior	
12' X 6' 8"	Opens into GOLF_CART_BU	



Subroom: Room6 (7)		Height: Sloped
568.46 SF Walls	273.22 SF Ceiling	
841.68 SF Walls & Ceiling	269.50 SF Floor	
29.94 SY Flooring	53.67 LF Floor Perimeter	
66.12 LF Ceil. Perimeter		
<b>4' X 2'</b>	<b>Opens into Exterior</b>	
<b>3' 9" X 6' 7"</b>	<b>Opens into Exterior</b>	
<b>2' 6" X 6' 8"</b>	<b>Opens into ROOM6</b>	
<b>12' X 6' 8"</b>	<b>Opens into GOLF CART BU</b>	



# **Subroom: Room5 (6)**

**Height: Sloped**

405.40 SF Walls	169.84 SF Ceiling
575.24 SF Walls & Ceiling	167.42 SF Floor
18.60 SY Flooring	53.17 LF Floor Perimeter
53.46 LF Ceil. Perimeter	

Window	4' X 2'	Opens into Exterior
Window	4' X 2'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into ROOM5
Door	2' 6" X 6' 8"	Opens into ROOM7

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>BLANKET LIMIT - BUILDING</b>						
4. Demolish/remove detached garage - masonry exterior	4628.35	SF				BID
5. R&R Concrete slab on grade - 6" - finished in place	4628.35	SF				BID
6. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00	EA				BID
Haul off of concrete slab.						
7. Wire - average residence - copper wiring	4628.35	SF				BID
8. Fluorescent light fixture	12.00	EA				BID
9. Light bulb - Fluorescent tube - 4' soft white - mat. only	24.00	EA				BID
10. Block - 8" x 8" x 16" - in place	7204.38	SF				BID
11. Exterior door - metal - insulated - flush or panel style	9.00	EA				BID
Interior doors were exterior door style.						
12. Exterior door - solid core lauan / mahogany or birch flush	1.00	EA				BID
13. Door lockset & deadbolt - exterior	10.00	EA				BID
14. Wood window - horizontal sliding, 3-11 sf	42.00	EA				BID
15. Overhead door & hardware - 9' x 8'	2.00	EA				BID
16. Overhead (garage) door opener	2.00	EA				BID
17. Outlet	12.00	EA				BID
18. Switch	9.00	EA				BID
19. Waterproof concrete & masonry paint	899.33	SF				BID
20. Paint door slab only - 2 coats (per side)	20.00	EA				BID
21. Paint door/window trim & jamb - 2 coats (per side)	20.00	EA				BID
22. Exterior light fixture	4.00	EA				BID
<b>Totals: Golf Cart Building</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## **Roof**

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
-------------	-----	------------	-----	-----	---------	-----

### **BLANKET LIMIT - BUILDING**

23. 2" x 8" x 12' #2 & better Fir / Larch (material only)	76.00	EA				BID
24. 2" x 6" x 20' #2 & better Fir / Larch (material only)	24.00	EA				BID
25. 2" x 6" x 8' #2 & better Fir / Larch (material only)	5.00	EA				BID

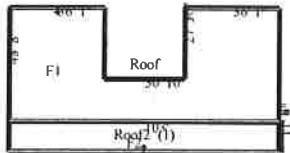
11/20/2018

Page: 7



**CONTINUED - Roof**

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
26. 2" x 6" x 12' #2 & better Fir / Larch (material only)	3.00	EA				BID
27. Rafters - 2x8 - Labor only - (using rafter length)	3608.55	LF				BID
28. Rafters - 2x6 - Labor only - (using rafter length)	579.37	LF				BID
29. 2" x 8" x 20' #2 & better Fir / Larch (material only)	106.00	EA				BID
30. 2" x 8" x 8' #2 & better Fir / Larch (material only)	53.00	EA				BID
31. 2" x 8" x 18' #2 & better Fir / Larch (material only)	23.00	EA				BID
32. 2" x 6" x 18' #2 & better Fir / Larch (material only)	2.00	EA				BID
33. Wide Flange Beam - 10 1/8"d. x 5 3/4"w. x 1/4"thick	206.00	LF				BID
<b>Total: Roof</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



**Roof**

4899.92 Surface Area  
476.37 Total Perimeter Length

49.00 Number of Squares

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>BLANKET LIMIT - BUILDING</b>						
34. Metal roofing - corrugated - 29 gauge - Agricultural	4899.92	SF				BID
35. Eave trim for metal roofing - 29 gauge	309.00	LF				BID
36. Gable trim for metal roofing - 29 gauge	167.37	LF				BID
37. Prime & paint metal roofing	4899.92	SF				BID
<b>Totals: Roof</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Competitive Bid**

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>BLANKET LIMIT - BUILDING</b>						
38. Repairs Unlimited Bid does not include engineer fee's, will consider once cost incurred	1.00	EA 354,575.46	0.00	354,575.46	(124,101.41)	230,474.05
<b>Blanket Limit - Building Totals:</b>			<b>0.00</b>	<b>354,575.46</b>	<b>(124,101.41)</b>	<b>230,474.05</b>
<b>Totals: Competitive Bid</b>			<b>0.00</b>	<b>354,575.46</b>	<b>124,101.41</b>	<b>230,474.05</b>

---

<b>Area Blanket Limit - Building Total:</b>	<b>0.00</b>	<b>354,575.46</b>	<b>(124,101.41)</b>	<b>230,474.05</b>
<b>Line Item Totals: JACKSON_COUNTY__MO1</b>	<b>0.00</b>	<b>354,575.46</b>	<b>124,101.41</b>	<b>230,474.05</b>

---

**Grand Total Areas:**

7,204.38 SF Walls	4,683.64 SF Ceiling	11,888.01 SF Walls and Ceiling
4,628.35 SF Floor	514.26 SY Flooring	700.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	929.23 LF Ceil. Perimeter
4,628.35 Floor Area	4,845.40 Total Area	7,204.38 Interior Wall Area
3,887.09 Exterior Wall Area	371.33 Exterior Perimeter of Walls	
4,899.92 Surface Area	49.00 Number of Squares	952.75 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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**Summary for  
Blanket Limit - Building**  
**Summary for All Items**

Line Item Total	354,575.46
<b>Replacement Cost Value</b>	<b>\$354,575.46</b>
Less Depreciation	(124,101.41)
<b>Actual Cash Value</b>	<b>\$230,474.05</b>
Less Deductible	(150,000.00)
Less Prior Payment(s)	(6,959.28)
<b>Net Claim Remaining</b>	<b>\$73,514.77</b>
Total Depreciation	124,101.41
Total Recoverable Depreciation	124,101.41
<b>Net Claim Remaining if Depreciation is Recovered</b>	<b>\$197,616.18</b>

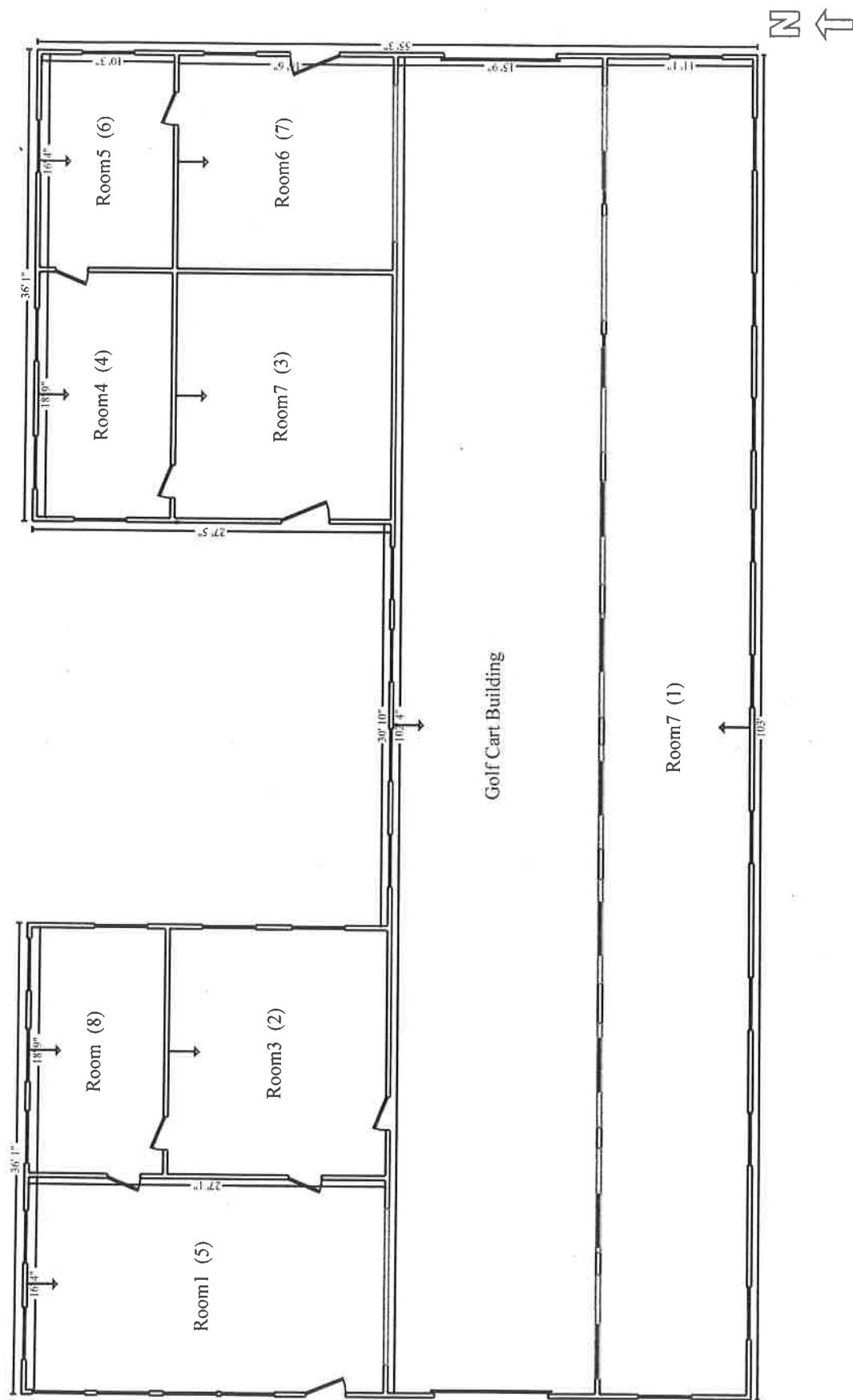
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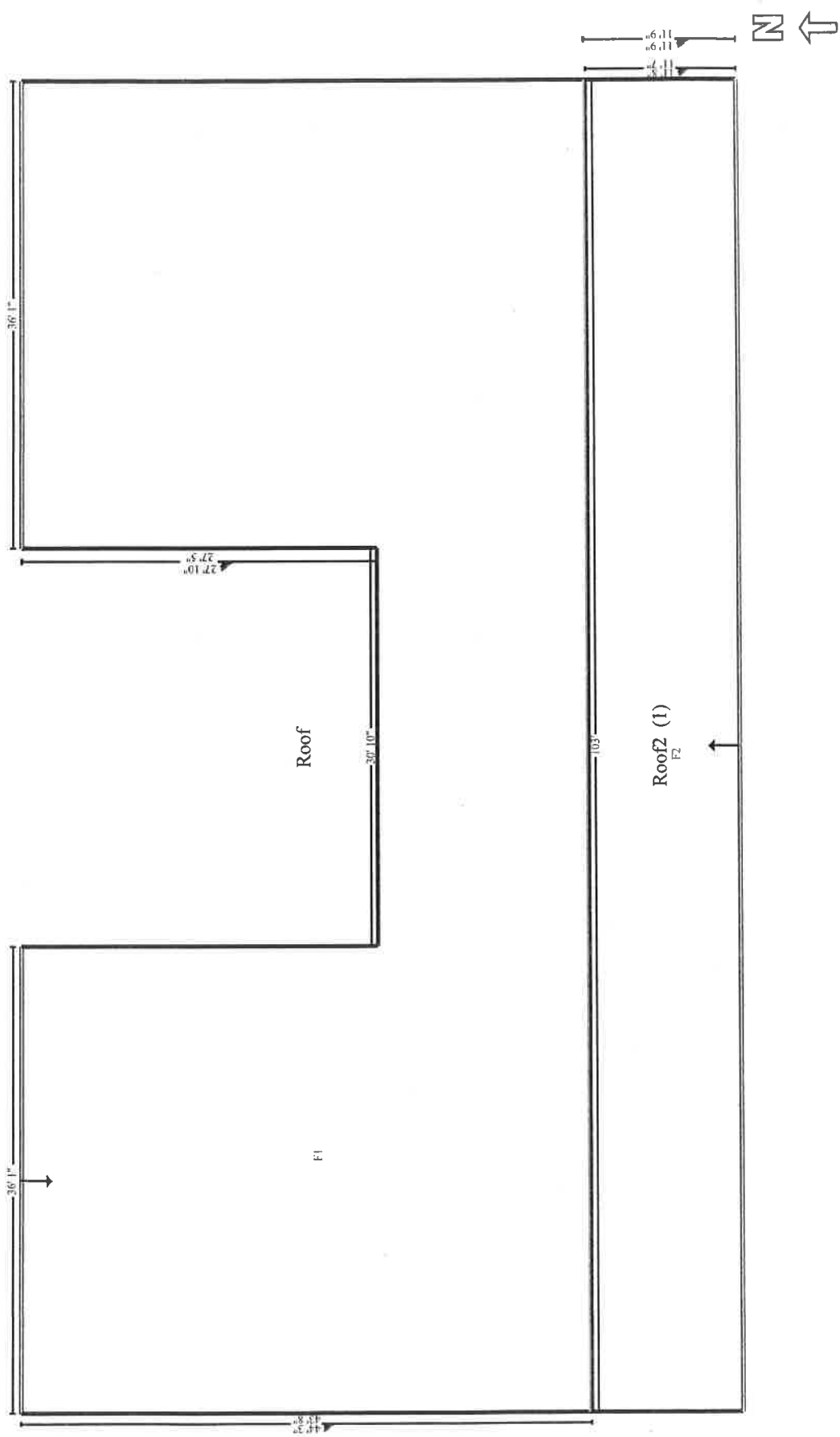
KEVIN HEMINGWAY  
Claim Professional

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**Recap by Category with Depreciation**

<b>Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
<b>FRAMING &amp; ROUGH CARPENTRY</b>	<b>354,575.46</b>	<b>124,101.41</b>	<b>230,474.05</b>
<b>Subtotal</b>	<b>354,575.46</b>	<b>124,101.41</b>	<b>230,474.05</b>





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

**A RESOLUTION** transferring \$30,000.00 within the 2019 General Fund and authorizing an increase in compensation for seated petit and grand jurors.

**RESOLUTION NO. 20192**, July 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Circuit Court has recommended an increase in compensation for seated petit (trial) and grand jurors from \$6.00 to \$18.00 per day; and,

WHEREAS, one-half of this increase, or \$6.00 per day, will be reimbursed to the Court by the State of Missouri; and

WHEREAS, pursuant to section 494.455.2, RSMo, the Legislature must authorize this increase before it can take effect; now therefore

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be made and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Circuit Court			
001-3001	56370- Liability Insurance	\$30,000	
001-3001	56810- Circuit Jury		\$30,000

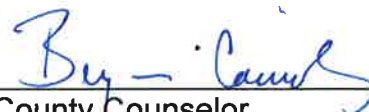
and

BE IT FURTHER RESOLVED that the recommended increase in the daily compensation of petit and grand jurors from \$6.00 to \$18.00 be and hereby is authorized.

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. 20192 of July 15, 2019 was duly passed on \_\_\_\_\_, 2019 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: 001 3001 56370  
ACCOUNT TITLE: General Fund  
Circuit Court  
Liability Insurance  
NOT TO EXCEED: \$30,000.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Administrative Officer





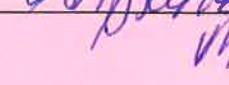


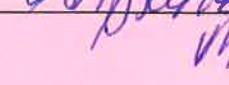


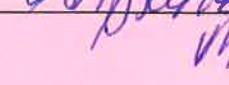
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20192

Sponsor(s): Jeanie Lauer

Date: July 15, 2019

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution authorizing an increase in pay for jurors actually seated in a particular case or selected as grand jurors; and transferring \$30,000 within the 2019 Circuit Court General Fund Budget to provide for such increase in selected juror compensation. This is a reallocation of budget appropriation within the Court's budget.</p>																		
<p>BUDGET INFORMATION</p> <p>To be completed By Requesting Department and Finance</p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$ 30,000.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$ 330,000.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$ 360,000.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number;</td><td></td></tr> <tr> <td>FROM:</td><td>AMT FROM ACCT</td></tr> <tr> <td>001-3001-56370-999-2060-9999-19</td><td>\$ 30,000.00</td></tr> <tr> <td>TO:</td><td>AMT TO ACCT</td></tr> <tr> <td>001-3001-56810-999-3701-9999-19</td><td>\$ 30,000.00</td></tr> </table>	Amount authorized by this legislation this fiscal year:	\$ 30,000.00	Amount previously authorized this fiscal year:	\$ 330,000.00	Total amount authorized after this legislative action:	\$ 360,000.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number;		FROM:	AMT FROM ACCT	001-3001-56370-999-2060-9999-19	\$ 30,000.00	TO:	AMT TO ACCT	001-3001-56810-999-3701-9999-19	\$ 30,000.00
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Total amount authorized after this legislative action:	\$ 360,000.00																		
Amount budgeted for this item * (including transfers):																			
Source of funding (name of fund) and account code number;																			
FROM:	AMT FROM ACCT																		
001-3001-56370-999-2060-9999-19	\$ 30,000.00																		
TO:	AMT TO ACCT																		
001-3001-56810-999-3701-9999-19	\$ 30,000.00																		
	<p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p>																		
	<p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <p>Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):</p> <p>Prior Year Actual Amount Spent (if applicable):</p>																		
PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date):</p>																		
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Cynthia Freeman, Budget &amp; Fiscal Officer, 816-881-3643</p>																		
REQUEST SUMMARY	<p>The Circuit Court is requesting the Legislature's approval to provide an increase in pay for seated jurors from \$6.00 per day to \$18.00 per day. We also need approval to transfer funds one account to another to pay for this year's increase. This request would provide an increase in pay to seated petit and grand jurors from the statutorily minimum pay of \$6 per day to \$12 per day to be paid from funds allocated to the Court from the County. The additional \$6.00 per day of the \$18.00 will be reimbursed from the State of Missouri to the County. The County then will arrange for the transfer of those funds back to the Circuit Court to replenish the Circuit Court's payment to future jurors. This is a re-allocation of budget appropriation and has no budgetary impact this year and we anticipate no overall increase in the Circuit Court's overall future budget as the Circuit Court intends to pay for the increase by eliminating certain expenditures next year as outlined in the attached letter from Presiding Judge David M. Byrn.</p>																		
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																		
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>																		
ATTACHMENTS	<p>None</p>																		
REVIEW	<table border="1"> <tr> <td>Department Director: </td><td>Date: 7/2/2019</td></tr> <tr> <td>Finance (Budget Approval): </td><td>Date: 7/4/19</td></tr> <tr> <td>Division Manager: </td><td>Date: 7/2/2019</td></tr> </table> <p>MARY A MARQUEZ, Court Administrator</p>	Department Director: 	Date: 7/2/2019	Finance (Budget Approval): 	Date: 7/4/19	Division Manager: 	Date: 7/2/2019												
Department Director: 	Date: 7/2/2019																		
Finance (Budget Approval): 	Date: 7/4/19																		
Division Manager: 	Date: 7/2/2019																		

County Counselor's Office:	Date:
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Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Fiscal Note:**

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

PC# \_\_\_\_\_

Date: July 9, 2019

RES # 20192

Department / Division	Character/Description	From	To
-----------------------	-----------------------	------	----

**001 General Fund**

3001	Circuit Court	56370	Liability Insurance	\$ 30,000	\$ -
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3001	Circuit Court	56810	Circuit Court Jury	30,000
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	\$	<u>30,000</u>		\$	<u>30,000</u>
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Budget Officer



**Circuit Court of Jackson County, Missouri**  
**415 East 12<sup>th</sup> Street**  
**Kansas City, Missouri 64106**

David M. Byrn  
Presiding Judge

Telephone: (816) 881-3603  
Facsimile: (816) 881-3378

May 15, 2019

Ms. Theresa Galvin  
Chair, Jackson County Legislature  
Jackson County Courthouse  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

Re: Proposed Increase in Juror Compensation

Dear Ms. Galvin:

The pay for Jackson County citizens serving as jurors is embarrassingly low and has not increased for years – jurors are currently paid \$6.00 per day plus 7 cents per mile for travel. It is the responsibility of all citizens who are summoned, to serve as jurors and no one serves seeking financial reward. However, no one should endure significant financial hardship as a result of serving as a juror. Therefore, the Court is proposing to increase the pay for jurors serving in Jackson County and hereby seeks legislative support.

It is noteworthy that as of September 2013 (which is the last year for which we were able to obtain information from the Office of State Courts Administrator), Jackson County was one of only 16 counties in the State paying the base rate of \$6.00 per day – all of the other counties paying that rate were rural counties. Comparable urban jurisdictions pay a higher rate to jurors serving in their jurisdictions.

The Court's proposed increase in pay would apply to jurors serving in Jackson County *once they are actually selected* to serve as either petit (trial) jurors in a particular case or as grand jurors during a grand jury term (we are not proposing an increase in the mileage rate). The proposed increase is from the current \$6.00 per day to \$18.00 per day. However, as explained below, not all of this increase is required to be funded by the Court through its County budget.

Attached to this letter is a copy of Section 494.455 of the Revised Statutes of Missouri which relates to compensation for jurors. As set forth in subsection 2, if the County authorizes an

additional \$6.00 per day (above the current amount of \$6.00 per day which is required by statute), the State will provide an additional \$6.00 per day – this results in the total of \$18.00 per day which the Court is proposing. The State's portion of this funding is provided as a reimbursement.

Therefore, if approved, the Court would pay affected jurors \$18.00 per day from funds budgeted/appropriated in its County budget. The Court would then submit a request to the State, seeking reimbursement in the amount of \$6.00 per day for affected jurors – the net effect is payment by the Court from County budgeted funds of \$12.00 per day. Based on current estimates regarding the number and length of trials, we anticipate and project that the *gross increase* is slightly over \$73,000.00 per year. However, with the State reimbursement, the *net increase* would be one half of that amount, or approximately \$36,500.00 per year from the Court's County funded budget.

With regard to funding for 2019, the Court has reviewed its current budget and determined that, by eliminating certain judicial liability insurance costs, we can reallocate those funds to completely cover the anticipated expense for this year. We anticipate submitting a request for legislative action to the Legislature for this purpose. In future years, we anticipate that through the continuing elimination and reduction of certain budgeted items and assuming no other budget reductions from the County, the Court will be able to pay the net increase without any concurrent increase in the County funded portion of the Court's overall budget.<sup>1</sup>

As noted in the statutes, any increase in jury pay must have the approval of the County Legislature. Section 494.455.2 R.S.Mo. requires that the governing body of each county authorize any additional daily compensation beyond the minimum set by the Missouri legislature.

Thank you for your consideration of this proposal. I was not sure if this would be handled by a committee of the legislature or the legislature in its entirety. Therefore, if this proposal needs to be provided to a specific committee chair, please let me know or feel free to forward this letter. If you have questions or comments with respect to it, please contact me.

Sincerely,

David M. Byrn  
Presiding Judge – 16<sup>th</sup> Judicial Circuit

cc: Ms. Mary A. Marquez, Court Administrator  
Ms. Tracy Smedley, Deputy Court Administrator/Jury Supervisor

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<sup>1</sup> As noted above, this proposal is limited to those jurors who are *actually seated* in a particular case or *selected* for the grand jury. Although we would like to provide the same pay increase for each resident of Jackson County who is summoned and reports for jury duty but is not selected to serve, the annual increased cost to do so would be almost four times (4X) higher than this proposal. However, the amount reimbursed by the State would not increase, resulting in a significantly higher net expense to the Court and County. This is unfortunately cost prohibitive.



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Committee

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Words ▾

1st search term

And ▾

2nd search term



Effective 28 Aug 2001

Title XXXIV JURIES

Chapter 494

**494.455. Compensation of jurors, mileage — additional compensation may be authorized, when.** — 1. Each county or city not within a county may elect to compensate its jurors pursuant to subsection 2 of this section except as otherwise provided in subsection 3 of this section.

2. Each grand and petit juror shall receive six dollars per day, for every day he or she may actually serve as such, and seven cents for every mile he or she may necessarily travel going from his or her place of residence to the courthouse and returning, to be paid from funds of the county or a city not within a county. The governing body of each county or a city not within a county may authorize additional daily compensation and mileage allowance for jurors, which additional compensation shall be paid from the funds of the county or a city not within a county. The governing body of each county or a city not within a county may authorize additional daily compensation and mileage allowance for jurors attending a coroner's inquest. Jurors may receive the additional compensation and mileage allowance authorized by this subsection only if the governing body of the county or the city not within a county authorizes the additional compensation. The provisions of this subsection authorizing additional compensation shall terminate upon the issuance of a mandate by the Missouri supreme court which results in the state of Missouri being obligated or required to pay any such additional compensation even if such additional compensation is formally approved or authorized by the governing body of a county or a city not within a county. Provided that a county or a city not within a county authorizes daily compensation payable from county or city funds for jurors who serve in that county pursuant to this subsection in the amount of at least six dollars per day in addition to the amount required by this subsection, a person shall receive an additional six dollars per day to be reimbursed by the state of Missouri so that the total compensation payable shall be at least eighteen dollars, plus mileage for each day that the person actually serves as a petit juror in a particular case; or for each day that a person actually serves as a grand juror during a term of a grand jury. The state shall reimburse the county for six dollars of the additional juror compensation provided by this subsection.

3. In any county of the first classification without a charter form of government and with a population of at least two hundred thousand inhabitants, no grand or petit juror shall receive compensation for the first two days of service, but shall receive fifty dollars per day for the third day and each subsequent day he or she may actually serve as such, and seven cents for every mile he or she may necessarily travel going from his or her place of residence to the courthouse and returning, to be paid from funds of the county.

4. When each panel of jurors summoned and attending court has completed its service, the board of jury commissioners shall cause to be submitted to the governing body of the county or a city not within a county a statement of fees earned by each juror. Within thirty days of the submission of the statement of fees, the governing body shall cause payment to be made to those jurors summoned the fees earned during their service as jurors.

(L. 1989 S.B. 127, et al., A.L. 1999 S.B. 1, et al., A.L. 2001 H.B. 945)

< end of effective 28 Aug 2001 >

use this link to bookmark section 494.455



In accordance with Section 3.090, the language of statutory sections enacted during a legislative session are updated and available on this website **on the effective date** of such enacted statutory section.

#### • Other Information

Tables and Forms

Sections with Definitions

Repealers / Transfers

Contact



• **Other Links**

**Oversight**

**Library**

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Site errors / suggestions - [webmaster@LR.mo.gov](mailto:webmaster@LR.mo.gov)



Over 35,181,900 page views.

03:01:26

16

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

**A RESOLUTION** transferring \$44,479.00 within the 2019 General Fund and authorizing the purchase of x-ray inspection systems for use by the Sheriff's Office to Smiths Detection, of Edgewood, MD under the terms and conditions set forth in GSA Contract No. GS-07F-081DA, an existing competitively bid contract, at an actual cost to the County not to exceed \$44,479.00.

**RESOLUTION NO. 20193**, July 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Sheriff's Office has a need to purchase two x-ray inspection systems for use at the Criminal Justice Center and the Eastern Jackson County Courthouse; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the purchase from Smiths Detection of Edgewood, MD, under the terms and conditions set forth in the GSA Contract No. GS-07F-081DA, an existing competitively bid government contract; and,

WHEREAS, a transfer is needed to place the necessary funds in the appropriate spending account; now therefore,



BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Circuit Court 001-3001	55010 – Regular Salaries	\$22,000	
Non-Departmental 001-5101	58020-Buildings & Improvements	\$22,479	
001-5101	58170 – Other Equipment		\$44,479

and,

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

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

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

ACCOUNT NUMBER: 001 3001 55010

ACCOUNT TITLE: General Fund  
Circuit Court  
Regular Salaries

NOT TO EXCEED: \$22,000.00

ACCOUNT NUMBER: 001 5101 58020

ACCOUNT TITLE: General Fund  
Non-Departmental  
Buildings & Improvements

NOT TO EXCEED: \$22,479.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 58170

ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Equipment

NOT TO EXCEED: \$44,479.00

7/11/19  
Date

  
Chief Administrative Officer

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. 20193 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**REQUEST FOR LEGISLATIVE ACTION****Version 6/10/19**

Completed by County Counselor's Office:

Res/Ord No.: 20193

Sponsor(s): Jeanie Lauer

Date: July 15, 2019

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting the transfer of \$44,479 within the General Fund and authorizing the purchase of an X-Ray Inspection Systems for the Sheriff's Office from Smiths Detection of Edgewood, MD under GSA Contract No. GS-07F-081DA, an existing competitively bid government contract</u></p>																				
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$44,479</td></tr> <tr><td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr><td>Total amount authorized after this legislative action:</td><td>\$44,479</td></tr> <tr><td>Amount budgeted for this item * (including transfers):</td><td>\$44,479</td></tr> <tr><td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr><td>TRANSFER FROM:</td><td></td></tr> <tr><td>001-3001-55010 General Fund, Circuit Court, Regular Salaries</td><td>\$22,000</td></tr> <tr><td>001-5101-58020 General Fund, Non-Departmental, Buildings &amp; Improvements</td><td>\$22,479</td></tr> <tr><td>TRANSFER TO:</td><td></td></tr> <tr><td>001-5101-58170 General Fund, Non-Departmental, Other Equipment</td><td>\$44,479</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____  Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$44,479	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$44,479	Amount budgeted for this item * (including transfers):	\$44,479	Source of funding (name of fund) and account code number:		TRANSFER FROM:		001-3001-55010 General Fund, Circuit Court, Regular Salaries	\$22,000	001-5101-58020 General Fund, Non-Departmental, Buildings & Improvements	\$22,479	TRANSFER TO:		001-5101-58170 General Fund, Non-Departmental, Other Equipment	\$44,479
Amount authorized by this legislation this fiscal year:	\$44,479																				
Amount previously authorized this fiscal year:																					
Total amount authorized after this legislative action:	\$44,479																				
Amount budgeted for this item * (including transfers):	\$44,479																				
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TRANSFER TO:																					
001-5101-58170 General Fund, Non-Departmental, Other Equipment	\$44,479																				
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): _____  Prior resolutions and (date): _____</p>																				
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																				
<b>REQUEST SUMMARY</b>	<p>The Sheriff's Office requires the purchase of two X-Ray Inspection Systems and would like to purchase the systems from Smiths Detection of Edgewood, MD under the terms and conditions of GSA Contract No. GS-07F-081DA. The X-Ray Inspection Systems are for the Criminal Justice Center at 1315 Locust, Kansas City, MO and the Eastern Jackson County Courthouse, 308 East Kansas, Independence, MO.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Sheriff's Office and the Purchasing Department recommends the purchase of two X-Ray Inspection Systems from Smiths Detection of Edgewood, MD under the terms of GSA Contract No. GS-07F-081DA. The higher volume discounts offered on larger government contracts would be more advantageous to the County than bidding the equipment separately.</p>																				
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				
<b>COMPLIANCE</b>	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p> <p>No Goals Established on this purchase (under \$50,000)</p>																				

ATTACHMENTS	Memorandum from Captain David Epperson, Quote from Smiths Detection and the pertinent pages of GSA Contract No. GS-07F-081DA	
REVIEW	Department Director: <i>Major Rick Heston</i>	Date: 07-02-19
	Finance (Budget Approval): If applicable <i>[Signature]</i>	Date: 7/2/19
	Division Manager: <i>[Signature]</i>	Date: 7/2/19
	County Counselor's Office: <i>Dugan County</i>	Date: 7/11/19

*Mary A. Marquez July 2, 2019*  
 MARY A. MARQUEZ  
 COURT ADMINISTRATIVE

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

**Date:** July 2, 2019

RES # 20193

Budget Officer 7/2/19



## Office of the JACKSON COUNTY SHERIFF

Sheriff Darryl Forté

TO: Sheriff Darryl Forté via Chain of Command  
FROM: Captain David Epperson  
DATE: 05/23/2019  
SUBJECT:

Sheriff,

I am submitting this memorandum to provide support regarding the request to purchase two new x-ray parcel machines for use at the **Criminal Justice Annex**, 1315 Locust Kansas City Missouri, and the **Eastern Jackson County Courthouse**, 308 West Kansas Independence Missouri.

I purchased both of the listed Auto Clear X-ray parcel machines during my tenure as Courthouse Commander in 2012 and 2013. The units are generally expected to last about five or six years and I understand both of the machines have had significant recent maintenance issues. Because of continuing issues with Auto Clear machines, to include performance and maintenance requirements, a decision was made to go with Smiths Detection brand and, according to current staff, they are more dependable than the former brand. It should be noted, the costs of the machines has traditionally been covered by capital improvement funding because the machines are in use within the courthouses and the costs cannot be absorbed within the Sheriff's Office already streamlined budget. Also of note, maintenance agreements were not utilized because of the overall costs and administration believed it would be better to purchase a new machine every other year.

I have attached copies of the proposal submitted by Sergeant Payne and Captain Tuttle, which includes pricing, for your review.

*Pat D. Epperson*

I recommend the machines be placed on the Capital improvement agenda for the County. *Major Lisa Hatzemeyer*  
5-24-19

I concur *Dyl Epperson*  
5-28-19

# smiths detection

bringing technology to life

Tax ID#: 22-3552823

DUNS #: 53050980

Kristin Harts

Account Executive

Smiths Detection

2202 Lakeside Blvd

Edgewood, MD 21040

Phone: 219-661-8964

Fax: 219-661-8965

Email: [kharts@securmar.com](mailto:kharts@securmar.com)

## Smiths Detection Equipment Proposal

Prepared for Company Location	Sgt. John Payne Jackson County Sheriff 415 E 12th St Kansas City, MO 64106	Date Quote number Delivery Location(s)	June 10, 2019 05-19-190SDX Kansas City, MO
Phone Email Address Payment Terms	816-881-3563 <a href="mailto:jpayne@jacksongov.org">jpayne@jacksongov.org</a> Net 30 days	Delivery Terms Expected Delivery Validity of Quote	FOB Origin Freight Allowed 8-12 weeks ARO 120 days

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Per GSA Contract GS-07F-081DA			
2	<b>Smiths Detection HI-SCAN 6040i X-ray Inspection System</b> <b>GSA Contract number: GS-07F-081DA</b> <b>GSA Part Number: 11131360</b> Tunnel Dimensions: 24.4"W x 16.5"H, Overall Dims: 78.9"L x 33.5"W x 50.6" Steel Penetration: 30-31mm, Wire Resolution: 39-40 AWG 19" LCD monitor Operator Keyboard Software: <b>HI-SPOT</b> - Automatic Dense Area Detection <b>Super Enhancement</b> <b>Optizoom</b> <b>Image Store System</b> <b>HI-TRAX</b> Image Enhancement Functions Operator Manual 12-month Standard Warranty 2-hour Operator Orientation by Field Service Technician	\$20,189.46	\$40,378.92
Roller Tables			
	<b>1/2-meter Entrance or Exit Roller Table</b>	\$850.00	
	<b>1-meter Roller Table (entrance or exit)</b>	\$950.00	
	<b>2-meter Roller Table (entrance or exit)</b>	\$1,250.00	
Shipping, Handling & Installation			
2	<b>Shipping (terms detailed above)</b>	\$950.00	\$1,900.00
2	<b>Installation</b> Unit installation Radiation Leak Survey 2-hour Operator Orientation	\$1,100.00	\$2,200.00
Service Agreement Options			
	<b>Extended Warranty with Preventative Maintenance</b> On-site service coverage 8:30 am to 5:00 pm, Monday to Friday All labor, travel time and travel expenses All replacement parts required Unlimited access to 24/7 Technical Support		





U.S. General Services Administration

**smiths detection**

bringing technology to life

**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantagel, a menu-driven database system. The Internet address for GSA Advantagel is: <http://www.gsaadvantage.gov>*

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT  
SCHEDULE TITLE: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY,  
FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE  
CRAFT AND EVERMGENDY/DISASTER RESPONSE  
INDUSTRIAL GROUP: 84**

**CONTRACT NUMBER:  
GS-07F-081DA**

**PERIOD COVERED BY CONTRACT:  
March 15, 2016 – March 14, 2021**

**Smiths Detection, Inc.**

**2202 Lakeside Blvd.  
Edgewood, MD 21040  
(P) 410-612-2625  
(F) 410-510-9496**

**<http://smithsdetection.com/>**

**Contractor's Administration Source:**

**Point of Contact: Donna Hensel  
Point of Contact Phone: 203-917-8735  
Point of Contact Email: [donna.hensel@smiths-detection.com](mailto:donna.hensel@smiths-detection.com)**

**General Services Administration  
Management Services Center Acquisition Division  
Modification # 25, dated 9/19/2017  
Business Size: Other than Small Business  
DUNS: 194239018**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Smiths Detection, Inc.  
GSA Awarded Pricelist

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SIN	Manufacturer	Product Number	Product Name	Product Description	UFI	Awarded GSA Price	COO	Warranty
426-4K	Smiths Detection	11131358	Hi-SCAN 5030si (Includes Cart)	Hi-SCAN 5030si (Includes Cart)	EA	\$16,977.33	US	Standard Commercial Warranty
426-4K	Smiths Detection	11131360	HI-SCAN 6040i	HI-SCAN 6040i	EA	\$20,189.46	US	Standard Commercial Warranty
426-4K	Smiths Detection	11131352	HI-SCAN 6046si	HI-SCAN 6046si	EA	\$40,241.81	US	Standard Commercial Warranty
426-4K	Smiths Detection	11131362	HI-SCAN 7555i	HI-SCAN 7555i	EA	\$19,871.54	US	Standard Commercial Warranty
426-4K	Smiths Detection	11131364	HI-SCAN 7555si	HI-SCAN 7555si	EA	\$25,179.31	US	Standard Commercial Warranty
426-4F	Smiths Detection	029-1001-G1	HazMatID Elite Downrange-1 Package - DOD Green	HazMatID Elite Downrange-1 Package - DOD Green	EA	\$38,585.55	US	Standard Commercial Warranty
426-4F	Smiths Detection	029-1001-G2	HazMatID Elite Command Package-Dual Diamond-DOD Green	HazMatID Elite Command Package-Dual Diamond-DOD Green	EA	\$40,200.71	US	Standard Commercial Warranty
426-4E	Smiths Detection	023-6021-G	LCD 3.3 Green (includes 1 Year Reachback w/loaner)	LCD 3.3 Green (includes 1 Year Reachback w/loaner)	EA	\$9,975.26	US	Standard Commercial Warranty
426-4E	Smiths Detection	023-6022-G	LCD 3.3 Green (includes 3 Year Reachback w/loaner)	LCD 3.3 Green (includes 3 Year Reachback w/loaner)	EA	\$11,970.32	US	Standard Commercial Warranty
426-4E	Smiths Detection	4823750NEG-C	Sabre 5000 - Explosives Mode Detection System	Sabre 5000 - Explosives Mode Detection System	EA	\$22,601.01	UK	Standard Commercial Warranty
426-4M	Smiths Detection	4823750POS-C	Sabre 5000 - Narcotics Mode Detection System	Sabre 5000 - Narcotics Mode Detection System	EA	\$24,000.40	UK	Standard Commercial Warranty
426-4E	Smiths Detection	4823750DUAL-C	Sabre 5000 - Explosives & Narcotics with ASV Detection System	Sabre 5000 - Explosives & Narcotics with ASV Detection System	EA	\$22,770.78	UK	Standard Commercial Warranty
426-4E	Smiths Detection	4823750TRI-C	Sabre 5000 - Explosives, Narcotics & CW/ASV (EXP) Detection System	Sabre 5000 - Explosives, Narcotics & CW/ASV (EXP) Detection System	EA	\$25,591.94	UK	Standard Commercial Warranty
426-4E	Smiths Detection	4822800TRI-FR	Sabre 5000 - Explosives, Narcotics & CW/ASV (CW-TIC) Detection System	Sabre 5000 - Explosives, Narcotics & CW/ASV (CW-TIC) Detection System	EA	\$25,400.76	UK	Standard Commercial Warranty

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

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Fort Osage School District for one deputy to serve as the School Resource Officer at Fort Osage High School, for a fee of \$95,415.45 payable to the County.

**RESOLUTION NO. 20194**, July 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the Jackson County Sheriff's Office desires to renew its cooperative agreement with the Fort Osage School District, whereby the Sheriff's Office shall provide one deputy to serve as the School Resource Officer at the Fort Osage High School; and,

WHEREAS, the Fort Osage School District shall reimburse the County for the services rendered by the School Resource Officer in the annual amount of \$95,415.45 for the period of July 1, 2019, through June 30, 2020; 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 cooperative agreement with the Fort Osage School District.

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. 20194 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

**SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT**

**WHEREAS, JACKSON COUNTY, MISSOURI** (hereinafter "County") and the **FORT OSAGE R-1 SCHOOL DISTRICT** (hereinafter "District") mutually desire to enter into an Agreement whereby the **OFFICE OF THE SHERIFF OF JACKSON COUNTY, MISSOURI** (hereinafter "Sheriff") will provide and manage a **School Resource Officer** (hereinafter "SRO") program in the District, and whereas the parties further desire to set forth the specific terms and conditions of the services to be performed and provided:

**NOW THEREFORE**, the parties hereto agree as follows:

**I. Term of Agreement**

- A. The term of this Agreement commences on July 1, 2019 and ends on June 30, 2020.

**II. Employment and Assignment of SRO**

- A. The Sheriff agrees to employ one SRO. The SRO shall be an employee of the Sheriff and shall be subject to the administration, supervision, and control of the Sheriff and Jackson County, except as such administration, supervision and control are subject to terms and conditions of this Agreement.
- B. The Sheriff agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the County, including but not limited to sick leave, annual leave, retirement compensation, disability, salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the County and the Sheriff except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. However, the Sheriff will consider any reasonable request of the District to replace the SRO.
- D. The SRO shall be assigned to the District by the Sheriff and within the District at the discretion of the Superintendent of Schools or his designee. Specific assignment of duties within the District shall be made by the Superintendent of Schools or his designee.
- E. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the Sheriff's Office and the principal or the principal's office of the school to which the SRO is assigned.
- F. While assigned to the District, the SRO will adhere to its policies, regulations and procedures.

### **III. Supplies and Equipment**

#### **A. The Sheriff agrees to provide the SRO with the following:**

1. Standard uniform and uniform accessories;
2. A standard patrol vehicle for which the Sheriff agrees to:
  - a. Provide all necessary maintenance;
  - b. Pay for gasoline, oil, replacement tires and other expenses associated with its operation;
  - c. Purchase and maintain comprehensive general auto liability insurance in an amount not less than coverage recommended by the Risk Manager for the County; and,
  - d. A standard issue pistol and rounds of ammunition.

#### **B. The District agrees to provide the SRO with the following:**

1. The usual and customary office supplies and forms required in the performance of duties; and,
2. A private office within the school, accessible by the students.

### **IV. Payment**

#### **A. District agrees to pay the County the yearly amount of \$95,415.45 for services rendered by the SRO.**

- Dickerson's Annual Salary Projection - \$94,215.45
- Fuel Allowance (\$100.00 per month x 12 months) - \$1,200.00

#### **B. Payment shall be made in twelve equal monthly installments in the amount of \$7,951.29. Said payment shall be made in the month following the month in which services were rendered, within five (5) days of District's receipt of Sheriff's monthly invoice, beginning August 2019. For any payment not received by the County as required by this Agreement, after providing written notice to the District, the Sheriff shall have the authority to remove the SRO from service for that month until payment is received.**

### **V. Sovereign Immunity**

Nothing in this Agreement shall be construed as a waiver of any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

## **VI. Goals and Objectives**

- A. It is understood and agreed that the County officials share the following goals and objectives with regard to the SRO Program in the schools:
1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
  2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, concerns, etc.;
  3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
  4. To report serious crimes which occur on campus and to cooperate with the law enforcement officials in their investigations;
  5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and,
  6. To provide traffic control at schools when deemed necessary for the safety and protection of students and the general public.

## **VII. Duty Hours**

- A. The maximum number of hours that an SRO shall be on duty in a calendar week shall be 60 hours, and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the District, at the direction of the school principal of the school to which the officer is assigned, and the Sheriff, by the officer in charge of the SRO Program.
- B. The SRO shall be on duty at his/her respective school from 7:15 a.m. until 3:15 p.m. unless modified by the mutual agreement between the Sheriff and the District. The remainder of the deputy's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.
- C. It is understood and agreed that time spent by an SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a SRO shall be considered as hours worked under this Agreement.
- D. If, in the event of an emergency, the SRO is ordered by the Sheriff to leave his/her school duty station during normal duty hours as described above and to perform other services for the Sheriff, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District, or the hours shall be made up in a manner determined by the mutual agreement of the parties.

### **VIII. Basic Qualifications for a School Resource Officer (SRO)**

- A. To be a SRO, a deputy must first meet all of the following basic qualifications:
1. Shall be a commissioned deputy and should have at least two years of law enforcement experience;
  2. Shall possess a sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board of Education policies and regulations;
  3. Shall be capable of conducting in-depth criminal investigations;
  4. Shall possess even temperament and set a good example for students; and,
  5. Shall possess communication skills that would enable the deputy to function effectively within the school environment.

### **IX. Duties of a School Resource Officers (SRO)**

- A. The duties of the SRO shall include the following:
1. To protect lives and property for the citizens and public school students of the District;
  2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
  3. To investigate criminal activity committed on or adjacent to school property;
  4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
  5. To answer questions and conduct classroom presentations for students in the law-related education field;
  6. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
  7. To provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal or the security specialist; and,
  8. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel.
  9. The SRO shall obtain approval from the school's principal or his/her designee before making contact with a student regarding any investigation.



10. The SRO shall insure that the principal or his/her designee is present whenever the SRO speaks with a student in the course of an investigation.

**X. Chain of Command**

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as set forth in the Sheriff's Policies and Procedures Manual.
- B. In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.

**XI. Training/Briefing**

- A. The SRO shall be required by the Sheriff to attend periodic training and briefing sessions. These sessions will be held at the direction of the Sheriff. Briefing sessions will be conducted to provide for the exchange of information between the Sheriff and the SRO.
- B. Training sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law and in-service firearms training. The District also may provide training in Board of Education Policies, regulations and procedures.
- C. Quarterly meetings between the Fort Osage School District and the Jackson County Sheriff's Office will be conducted for the purpose of the exchange and update of information.

**XII. Dress Code**

- A. The SRO shall be required to wear uniforms approved by the Sheriff.

**XIII. Transporting Students**

- A. The SRO shall not transport any student in a Sheriff's vehicle except when:
  1. The student is a victim of a crime, under arrest, or some other emergency circumstances exist; or,
  2. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor; or,
- B. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the deputy in the vehicle.

- C. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the SRO may accompany the school official in transporting the student.
- D. A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported.
- E. The SRO shall notify the school principal before removing a student from campus.
- F. The SRO shall not transport students in his/her personal vehicle.

#### **XIV. Investigations of Crimes Committed on School Grounds or at a School Function**

- A. The SRO shall investigate crimes committed on school grounds or at a school function in accordance with Board of Education policies, regulations and administrative procedures established by the District.

#### **XV. Investigations of Crimes Committed Off Campus**

- A. Crimes committed at school bus stops or while students are walking to and from school.
  - 1. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.
- B. Other crimes committed off campus.
  - 1. The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school.
  - 2. The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation.
  - 3. The SRO and other law enforcement officials may interview students (suspects and witnesses) at school during school hours, provided items 1 and 2 of this section have been adhered to.
  - 4. Parental consent is not required to interview a witness or victim; however, the SRO or investigating officer shall make a reasonable effort to notify the student's parent(s) or guardian(s) to make them aware of the interview unless the student has reached the age of 18.
  - 5. The SRO or investigating officer shall notify a suspect's parent(s) or

guardian(s) prior to an interview to offer them the opportunity to be present during the questioning unless the student has reached the age of 18.

6. When law enforcement officials find it is necessary to question students during the school day or periods of extra-curricular activities, the school principal or designee will be present, and the interview will be conducted in private.

#### **XVI. Emergencies/Crisis Management**

- A. The SRO shall participate in the Emergency Preparedness Planning Teams at the building and district levels. Such participation may include the attendance of meetings out of District as assigned by the District.
- B. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of emergencies and for crisis management.

#### **XVII. Controlled Substances**

- A. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO and the Jackson County Juvenile Officer.

#### **XVIII. Access to Education Records**

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information, such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in accordance with Board of Education Policy and Regulations.
- B. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
  1. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO's official policy report.
- C. If confidential student record information is needed, but no emergency situation

exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

**XIX. Evaluation**

- A. It is mutually agreed that the District and Sheriff shall jointly evaluate annually the SRO Program and the performance of the SRO on forms mutually agreed to by the District and Sheriff.

**XX. Termination**

- A. District or County may terminate this Agreement at any time by giving 60 days notice, in writing, to the other party. If the Agreement is terminated by the District under this paragraph, the County will be paid for all services associated with the Agreement, up to and including date of termination.

**XXI. Modification**

- A. This Agreement shall not be amended, modified, or cancelled without the written consent of all parties to this Agreement.

**XXII. Assignment**

- A. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the parties. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

**XXIII. Waiver**

- A. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

**XXIV. Severability**

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

**XXV. Incorporation**

- A. This Agreement incorporates the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

JACKSON COUNTY, MISSOURI

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

\_\_\_\_\_  
*Darryl Forte*  
Darryl Forte  
Jackson County Sheriff

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
County Counselor

FORT OSAGE R-1 SCHOOL DISTRICT

ATTEST:

\_\_\_\_\_  
School Board President  
Floyd Hawkins

\_\_\_\_\_  
School Board Secretary  
Sandra Klick

# REQUEST FOR LEGISLATIVE ACTION

JUL 03 2019

Completed by County Counselor's Office:

Res/Ord No.: 20194

Sponsor(s): Jeanie Lauer

Date: July 15, 2019

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A Resolution authorizing the County Executive to execute a cooperative agreement with the Fort Osage School District for the Jackson County Sheriff's Office Resource Officer. (SRO)</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): #16996 (08-31-2009), #17370 (09-01-2010), #17612 (06-20-2011), #17957 (09-04-2012), #18237 (08-12-2013), #18564 (07-30-2014), #18832 (08-07-2015), #19199 (07-15-2016), #19552 (08-07-2017)</p>										
CONTACT INFORMATION	<p>RLA drafted by Captain David Epperson Jackson County Sheriff's Office (816) 541-8017</p>										
REQUEST SUMMARY	<p>A resolution authorizing the County Executive to execute a cooperative agreement with the Fort Osage School District for the purpose of placing a School Resource Officer within the High School. This position will be funded by the district and will create no budgetary impact for Jackson County. The Term of the agreement is July 1, 2019 through June 30, 2020.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals  <input type="checkbox"/> WBE Goals  <input type="checkbox"/> VBE Goals</p>										
ATTACHMENTS											
REVIEW	<table border="1"> <tr> <td>Department Director:</td><td>Date: 07-02-19</td></tr> <tr> <td>Finance (Budget Approval): If applicable</td><td>Date:</td></tr> <tr> <td>Division Manager:</td><td>Date: 7.3.19</td></tr> <tr> <td>County Counselor's Office</td><td>Date: 7/11/2019</td></tr> </table>	Department Director:	Date: 07-02-19	Finance (Budget Approval): If applicable	Date:	Division Manager:	Date: 7.3.19	County Counselor's Office	Date: 7/11/2019		
Department Director:	Date: 07-02-19										
Finance (Budget Approval): If applicable	Date:										
Division Manager:	Date: 7.3.19										
County Counselor's Office	Date: 7/11/2019										

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☒ This legislative action does not impact the County financially and does not require Finance/Budget approval.

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

**A RESOLUTION** supporting a review and other actions to remedy issues related to the 2019 Jackson County reassessment.

**RESOLUTION NO. 20195**, July 15, 2019

**INTRODUCED BY** Theresa Galvin, Scott Burnett, Tony Miller, Ronald E. Finley, Dan Tarwater III, Crystal Williams, Jalen Anderson, and Charlie Franklin, County Legislators

WHEREAS, section 137.115, RSMo, states that before a county assessor may increase the assessed valuation of any parcel of subclass (1) real property by more than fifteen percent since the last assessment, excluding increases due to new construction or improvements, the assessor shall conduct a physical inspection of such property; and,

WHEREAS, over 22,000 taxpayers of Jackson County have requested informal reviews protesting their assessed values; and,

WHEREAS, an untold number of appeals to the Jackson County Board of Equalization continue to be filed daily; and,

WHEREAS, the Legislature of Jackson County, Missouri, has expressed concern that Missouri law has not been followed by conducting a physical inspection of certain properties, resulting in increases in assessed valuations upward to 400 percent; and,

WHEREAS, section 138.410, RSMo, empowers the State Tax Commission to exercise



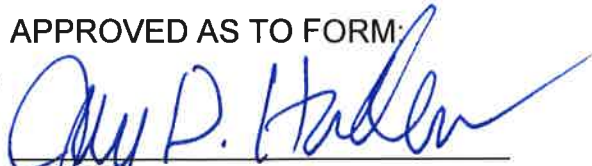
general supervision over all the assessing officers of this state, over county boards of equalization, and appeals in the performance of their duties; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Legislature hereby requests that the Missouri State Tax Commission exercise its statutory authority and take all action needed to remedy issues related to the 2019 Jackson County reassessment; and,

BE IT FURTHER RESOLVED that the Legislature hereby supports any and all equitable measures to correct issues with the County's reassessment to provide assistance to Jackson County citizens unfairly impacted by the 2019 reassessment.

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. 20195 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 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 County Counselor to execute an increase to the Legal Services Agreement with Ronald L. Jurgeson of Lee's Summit, MO, at an additional cost to the County not to exceed \$17,500.00.

**RESOLUTION NO. 20196**, July 15, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, since 2016 the County Counselor has contracted with Ronald L. Jurgeson of Lee's Summit, MO, to provide independent legal services and representation to the County's Board of Equalization (BOE); and,

WHEREAS, by Resolution 20085, dated February 11, 2019, the Legislature did authorize an extension of this contract through December 31, 2019, at no additional cost to the County; and,

WHEREAS, the County Counselor now recommends an increase to this contract to compensate Mr. Jurgeson for the time that will be necessary to adequately advise the BOE through the upcoming appeals dockets, at a cost to the County not to exceed \$17,500.00; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute an increase to the Legal

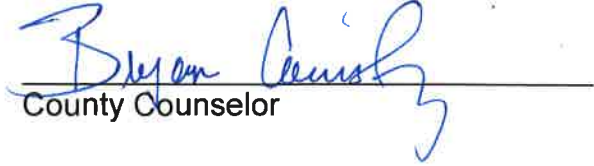
Services Agreement with Ronald L. Jurgeson of Lee's Summit, MO, for a term ending December 31, 2019, at an additional cost to the County not to exceed \$17,500.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make any and all payments required by the Agreement and all addenda thereto.

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

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20196 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 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: 001 1101 56020  
ACCOUNT TITLE: General Fund  
County Counselors  
Legal Services  
NOT TO EXCEED: \$17,500.00

7/11/19  
Date

  
Chief Administrative Officer

**FIFTH ADDENDUM**  
**LEGAL SERVICES AGREEMENT**  
(Board of Equalization)

**THIS FIFTH ADDENDUM**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **JACKSON COUNTY, MISSOURI** hereinafter called "the County" and **RONALD L. JURGESON, LLC**, 108 SE Eastridge Street, Lee's Summit, MO 64063, hereinafter called "Legal Counsel."

WHEREAS, Legal Counsel and County entered into a Legal Services Agreement dated June 10, 2016, whereunder Legal Counsel agreed to provide specialized legal advice and representation to the County relating to acting as legal counsel to the Jackson County Board of Equalization; and,

WHEREAS, this Agreement has been extended through December 31, 2019; and,

WHEREAS, Legal Counsel and the County now desire to provide for an increase in the total compensation payable under this Agreement; and;

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

1. Except as expressly provided herein, all provisions of the prior Legal Services Agreement dated June 10, 2016, the First Addendum dated January 25, 2017, the Second Addendum dated January 19, 2018, the Third Addendum dated February 21, 2018, and the Fourth Addendum dated February 11, 2019, related to providing specialized legal advice and representation to the County acting as legal counsel to the Jackson County Board of Equalization shall remain in full force and effect pursuant to their terms.

2. The total compensation payable hereunder shall be increased by the sum of \$17,500.00; and,

3. This Fifth Addendum to Agreement shall be effective July 1, 2019 and shall extend until December 31, 2019.

4. This Fifth Addendum to Agreement together with the Legal Services Agreement dated June 10, 2016, the First Addendum dated January 25, 2017, the Second Addendum dated January 19, 2018, the Third Addendum dated February 21, 2018, and the Fourth Addendum dated February 11, 2019, incorporates the entire understanding and agreement of the parties.

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

RONALD L. JURGESON, LLC

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_  
Federal I.D. No. 43-1814482

By \_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

ATTEST:

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

## 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 from which payment is to be made, each sufficient to meet the obligation of \$17,500.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 045-1101-56020



**This expenditure was included in the Annual Budget.**

---

RES # 20196

 7/11/19  
\_\_\_\_\_  
Budget Officer

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

**A RESOLUTION** awarding a twelve-month contract with two twelve-month options to extend for the repurposing and sale of stadium seats for use by Parks + Rec Department to Schneider Industries of St. Louis, MO, under the terms and conditions of Request for Qualifications 24-19, for compensation payable to the County.

**RESOLUTION NO. 20197**, July 15, 2019

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, by Resolution 20132 dated April 1, 2019, the Legislature did declare thirty thousand ± stadium seats previously located at Arrowhead Stadium as surplus to the County's needs; and,

WHEREAS, by Request for Qualifications (RFQ) No.24-19, the Director of and Finance and Purchasing did solicit the submission of qualifications for the repurposing and sale of the surplus seats; and,

WHEREAS, the Director distributed thirty-one notifications and three responses were received and evaluated as follows:

<b><u>RESPONDER</u></b>	<b><u>EVALUATION POINTS</u></b>
Schneider Industries St. Louis, MO	94.00
ProGraphs Riverside, MO	86.00
Miedema Asset Management Byron Center, MI	74.00

and,

WHEREAS, pursuant to sections 1131 and 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 two-twelve month options to extend, for the repurposing and sale of stadium seats for use by the Parks + Rec Department to Schneider Industries of St. Louis, MO, under the terms and conditions of Request for Qualifications 24-19 as the best proposal received; and,

WHEREAS, the proposed agreement with Schneider industries will provide the County with an upfront payment of \$75,000.00, followed by a fifty percent share of the net proceeds from all seats sold; now therefore,

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

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. 20197 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

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

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

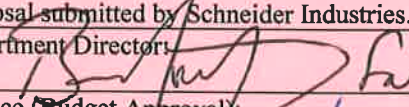
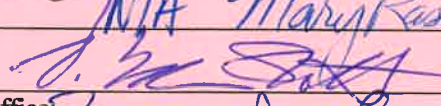
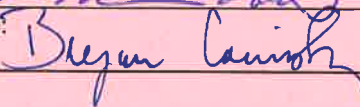
Completed by County Counselor's Office:

Res/Ord No.: 20197

Sponsor(s): Tony Miller

Date: July 15, 2019

SUBJECT	<p>Action Requested  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Contract with Two Twelve Month Extensions for the Repurposing and Selling of Stadium Seats for use by Parks + Rec to Schneider Industries of St. Louis, MO under the terms and conditions of Request for Qualifications 24-19.</u></p>																								
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td>\$</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) – Vendor Pays County  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use:</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$														
Amount authorized by this legislation this fiscal year:	\$																								
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Total amount authorized after this legislative action:	\$																								
Amount budgeted for this item * (including transfers):	\$																								
Source of funding (name of fund) and account code number:	\$																								
PRIOR LEGISLATION	<p>Prior ordinances and (date):  Prior resolutions and (date): 20132 (April 1, 2019)</p>																								
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>																								
REQUEST SUMMARY	<p>The County declared surplus approximately 30,000 stadium seats removed from Arrowhead Stadium. The surplus was approved with Resolution 20132. Pursuant to Section 1131 of the Jackson County Code, the Purchasing Department issued Request for Qualifications 24-19 seeking proposals for the repurposing and selling of the surplus seats.</p> <p>Thirty-one notifications were distributed, and three responses were received and evaluated as follows:</p> <table border="1"> <thead> <tr> <th>NO</th><th>Respondent</th><th>Responsiveness to RFQ 10 Points</th><th>Experience and Qualifications 50 Points</th><th>Proposed Method of Performance 40 Points</th><th>Total Score 100 Points</th></tr> </thead> <tbody> <tr> <td>1.0</td><td>Schneider Industries St. Louis, MO</td><td>9</td><td>49</td><td>36</td><td>94</td></tr> <tr> <td>2.0</td><td>ProGraphs Riverside, MO</td><td>9</td><td>43</td><td>34</td><td>86</td></tr> <tr> <td>3.0</td><td>Miedema Asset Management Byron Center, MI</td><td>9</td><td>35</td><td>30</td><td>74</td></tr> </tbody> </table> <p>The agreement with Schneider industries will provide the County with an upfront payment of \$75,000, followed by a 50% share of the net proceeds from all seats sold. Details are included in the attached Agreement and Proposal submitted by Schneider Industries. It is the intention of Parks + Rec to appropriate the initial \$75,000 to the General Fund to cover storage and moving costs incurred. The 50% share of seats sold will be appropriated to the Park Enterprise Fund (300) upon legislative approval.</p>	NO	Respondent	Responsiveness to RFQ 10 Points	Experience and Qualifications 50 Points	Proposed Method of Performance 40 Points	Total Score 100 Points	1.0	Schneider Industries St. Louis, MO	9	49	36	94	2.0	ProGraphs Riverside, MO	9	43	34	86	3.0	Miedema Asset Management Byron Center, MI	9	35	30	74
NO	Respondent	Responsiveness to RFQ 10 Points	Experience and Qualifications 50 Points	Proposed Method of Performance 40 Points	Total Score 100 Points																				
1.0	Schneider Industries St. Louis, MO	9	49	36	94																				
2.0	ProGraphs Riverside, MO	9	43	34	86																				
3.0	Miedema Asset Management Byron Center, MI	9	35	30	74																				

	Pursuant to Sections 1131 and 1054.6 of the Jackson County Code, the Purchasing Department recommends the award of a Twelve Month Contract with Two Twelve Month Options to Extend for the Repurposing and Selling of Stadium Seats for Parks + Rec to Schneider Industries of St. Louis, MO under the terms and conditions of Request for Qualifications 24-19.	
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      No Goals Assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Recommendation Memo from Parks + Rec, Evaluation Matrix, Service Agreement, Pertinent Pages of the Proposal submitted by Schneider Industries.	
REVIEW	Department Director: 	Date: 7/10/19
	Finance (Budget Approval): If applicable: N/A Mary Rasnitsyn	Date: 7/10/19
	Division Manager: 	Date: 7/10/19
	County Counselor's Office: 	Date: 7/11/19

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



**JACKSON COUNTY**  
**Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

**MEMORANDUM**

**TO:** Katie Bartle, Senior Buyer

**FROM:** Michele Newman, Director Parks + Rec  
Brian Nowotny, Deputy Director Park Operations

**DATE:** June 26, 2019; Updated July 11, 2019

**SUBJECT: Request for Qualifications No. 24-19 Repurposing of Stadium Seats**

Parks + Rec recommends award of a contract for Repurposing of Stadium Seat services under the above referenced RFQ to **Schneider Industries of St. Louis, Missouri**. The contract between Jackson County and Schneider Industries will come at no cost to the County while providing a new revenue opportunity.

On 05/28/2019 a total of three responses were received from interested vendors. Staff from Parks + Rec, Purchasing, the Legislative Auditor's Office, and the County Executive's Office formed a committee and reviewed each proposal and conducted in-person interviews on 06/12/2019. A committee made up from staff from Parks + Rec scored each responder proposal based on qualifications, experience, and proposed method of performance which is attached for your review.

Parks + Rec, working with the County Executive's Office, recommends all net proceeds, after expenses, be allocated to the Park Enterprise Fund to make all park playgrounds fully accessible, and other park improvements benefiting the citizens of Jackson County.

Thank you for your assistance, and please do not hesitate to contact me if you should have any questions.

Attachments: Evaluation Scoring Matrix  
Schneider Proposal Submission



*Frank White Jr., County Executive*



# REQUEST FOR QUALIFICATIONS 24-19

RFQ NAME: Repurposing of Stadium Seats

DEPARTMENT NAME: Parks + Rec

No	Respondent	Responsiveness to RFQ	Experience and Qualifications	Proposed Method of Performance			Total Score
		up to 10 Points	up to 50 Points	up to 40 Points			up to 100 points
1	Schneider Industries	9	49	36			94.0
2	Pro Graphs	9	43	34			86.0
3	Miedema Asset Management	9	35	30			74.0

## COMMENTS:

## Instructions:

Assign score according to point value (1 is lowest) for each criterion for each vendor.



**ASSET DISPOSTION & SALE AGREEMENT**  
**Arrowhead Stadium Seat Project**  
**Jackson County, Missouri**

This Agreement dated \_\_\_\_\_, 2019, by and between **Schneider Industries, Inc.**, ("SI") and Jackson County, Missouri ("**County**").

WITNESSETH, that, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of such consideration each Party specifically acknowledges, the Parties agree as follows:

1. **Purpose of Agreement.** County is the owner of certain personal property, specifically used Arrowhead Stadium Seats and Related Parts ("Assets") which have been removed from Arrowhead Stadium and are currently located in secured storage. County hereby engages SI as its exclusive agent to take possession of and sell all of the Assets. This agreement shall be for a period of twelve months, with the opportunity to extend the contract for two additional one-year periods, upon agreement of County and SI.

It is the general intent of the Parties to sell all of the Assets in one of the following categories:

- a. Reassembled Individual or Double Stadium Seats, in quantities to meet market demand as generally outlined on Exhibit A.
- b. Bulk Stadium Seat Assets, for either reuse at other stadiums or venues, in quantities that may be available after individual seat sales are maximized, or as memorabilia assets that may be enhanced to add purchaser interest and value, such as autographs, framing, or other enhancements.
- c. Recycling of Components, after all opportunities for reassembled, repurposed, and bulk sales are exhausted.

2. **Schneider Industries Responsibilities.** SI will manage a turn-key program to maximize return for County per Jackson County Request for Qualifications No. 24-19, SI's proposal submission, and this Agreement. SI's responsibilities shall include the following:

- a. Taking possession of the Assets from County, inventory of all Assets, delivery of Assets to SI's secure location(s), and storage of the Assets for reassembly and repurposing operations
- b. Seat reassembly operations and fabrication for retail sales to the general public, offering a variety of seat options, including individual reconstructed seats, and bulk sale opportunities to other stadium and venue owners, or value-added third party subcontractors as approved by County.
- c. Recycling of surplus Asset components deemed by SI and County to be unusable/unsellable for other purposes noted above.

- d. Retail sales management, including marketing, sales, payment collections, public relations, customer services, website development and operation, and shipping and warranty of all items. SI to provide a local pick up location for the customer to take possession of their purchases at a reduce cost from a direct shipment. SI may, at its discretion, have a retail location locally. A retail sales location is not mandatory, but will be further explored and evaluated by the parties.

Jackson County residents shall have priority access to purchase Assets for no less than 24 hours before offerings to the general public. SI shall verify proof of residency by documentation such as verified addresses or paid property tax receipts. Retail sales shall be primarily online, with an option for local pick-up. One or more sample displays of reassembled seats shall be provided for one or more locations around Jackson County to be determined by the parties.

- e. Financial accounting, including reconciliation of all program expenditures and revenues, with written reporting provided to County on a monthly basis.
  - f. SI shall secure and provide Performance and Payment Bonds to County in the amount of \$750,000 prior to taking possession of the Assets.
  - g. SI shall comply with any merchandise licensing requirements as may be required by the Kansas City Chiefs or National Football League. Should licensing fees apply, which is highly unlikely based on the details of this sale, these fees would be paid by SI and subsequently included in the variable cost budget in Sec. 4 b.
  - h. Should other vendors / individuals be found selling seats that were stolen or otherwise unaccounted for from the lot of seats removed from Arrowhead Stadium in 2019, the county will notify those parties to cease and desist such sale activities.
3. **Subcontractors.** SI, throughout the project, may utilize subcontractors in the performance of work and sales. S&S Seating, as noted in SI's submission, are approved subcontractors to this Agreement. SI may add additional subcontractors to the Agreement upon written approval from County.

4. **Fees, Expenses and Revenue Sharing for Sale of Assets**

- a. Guaranteed Fee to County. Upon mutual approval of the Agreement, SI will pay an initial guaranteed fee to County in the amount of \$75,000. This will be paid upfront at project commencement to cover County's start-up costs to secure the Assets.
- b. SI Fixed Expense Budget. SI shall develop and fund a not-to-exceed expense budget of \$95,000. Budget shall fund operational costs for all program start-up activities, including expenses for all transportation to SI's Indiana facility, transportation to local storage facilities, unloading, sorting, as well as storage in Indiana of all "critical material" which is approx. 6-7 trailers loads and local storage of "non-critical material" trailers, travel costs, advertising and marketing, website design, public relations, and miscellaneous supplies. Note – if additional material is needed to be relocated from local storage lot to SI's Indiana location – there will not be an additional charge above this budgeted amount.

In order to minimize expenses for local storage of “non-critical material”, and during initial sorting of components by SI, County and SI shall identify all damaged unusable/unsellable material and expedite immediate recycling of such materials. Further, after five months of contract execution, County and SI shall together evaluate remaining seat components, along with market conditions for sales potential for reassembled and bulk seats per Paragraph 1 of this Agreement, and determine need for recycling of any remaining unusable/unsellable materials.

- c. SI Variable Expense Budget. SI shall develop and fund a variable expense budget adequate to cover all as-needed expenses to repurpose and prepare Assets for sale, including all supplies, equipment, shipping, postage costs, and credit card fees as noted on Exhibit A.
- d. Guaranteed Fees and Expense budgets will be paid entirely upfront by SI. SI shall be reimbursed for Fixed and Variable expenditures from Gross Revenues.
- e. Performance and Payment Bonds to County in the amount of \$750,000 – SI shall procure this bond (and show evidence to County) at SI’s cost for a period of 12 months starting at contract execution, covering all seat components and payments to County. Should SI’s bond company cancel bond during the contract period, SI shall notify County and provide a replacement bond to cover the remaining contract period.
- f. Revenue Sharing. SI and County shall share all net revenues for Asset sales with 50% of net sales to SI, and 50% of net sales to County. See Exhibit A for revenue sharing example and estimated Asset sales prices.
- g. Proceeds from the sale of the Assets shall be paid by purchasers of the Assets directly to SI. Monthly, SI will present regular reports of accounting of the Sales Proceeds to County along with a check for 50% of net sales. Upon project completion SI will present a final reconciliation for County review. County reserves right to audit expenses, sales, and records of SI related to the performance of this Agreement at any time.

5. **Changes in Assets/Sites Conditions.** Prior to the implementation of program activities, County will advise SI of any change to storage site regarding overall condition or movement of any of the Assets, or any events or knowledge that would affect the value or hinder SI in the performance of this agreement to the best of their ability.

6. **Environmental Remediation.** SI shall have no obligation whatsoever to conduct any environmental remediation of the Assets.

7. **Advertising.** SI will advertise and promote the sale of the Assets in its usual and customary manner. County will review all marketing and advertising materials prior to implementation. County agrees to move in a timely fashion for approval or changes.

8. **Representations of County.** County represents and warrants to SI that, as of the date of this Agreement, the Assets are free and clear of all liens, encumbrances, security interests, adverse claims, mortgages, liabilities, pledges, conditional sale agreements, taxes, restrictions and charges of any kind and description (collectively referred to as "Liens"). SI shall accept responsibility for Assets and any and all licensing fees of the Kansas City Chiefs or National Football League as may be applicable.
9. **Authorization and Bill of Sale.** County represents to SI that all action has been taken and supplemental authorization received by County necessary to enter into this Agreement and to consummate the terms hereof.
10. **Binding Effect/Assignment.** This agreement is binding upon and will inure to the benefit of SI and County and their successors and assigns. Neither SI nor County may assign this Agreement without the prior written consent of the other.
11. **Entire Agreement.** This Agreement, along with Jackson County Request for Qualifications No. 24-19, and SI's proposal submission, constitutes the entire Agreement between the Parties and supersedes all prior oral or written understanding and agreements. No changes of, modification of, or additions to this Agreement shall be valid unless the same shall be in writing and signed by County and SI.
12. **Survival.** All representations, warranties, and indemnifications contained in this Agreement will survive its termination.
13. **Insurance.** SI shall provide insurance covering all rented property and County property as required in Request for Qualifications No. 24-19.
14. **Notices.** Any notices referred to herein shall be made in writing and shall be deemed delivered (i) when hand delivered, (ii) or two days after being deposited in the U.S. mail, registered or certified, postage prepaid, addressed to the Parties at their respective addresses set forth below:

**To SI:**           **Schneider Industries, Inc.**  
Attn: Bruce M. Schneider - President  
121 Hunter Avenue, Suite 204  
St. Louis, MO 63124  
Tel: 314-863-7711  
bruce@schneiderind.com

**To County:**   **Jackson County, Missouri**  
Attn: Purchasing Department  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106  
Tel: 816-881-3465

**With a copy to:**

Jackson County Parks + Rec  
Attn: Director  
22807 Woods Chapel Road  
Blue Springs, MO 64015  
Tel: 816-503-4821

**IN WITNESS WHEREOF**, the undersigned Parties hereto have executed this Agreement, in duplicate, as of the date first above written.

**SCHNEIDER INDUSTRIES, INC.**

Signature: \_\_\_\_\_  
Bruce M. Schneider, President

**Jackson County, Missouri**

By: \_\_\_\_\_  
Name: Frank White, Jr.  
Title: Jackson County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counselor

ATTEST BY:

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

## **Exhibit A**

### **Reassembled Seat Program Pricing, Expense, and Revenue Projections**

#### **A. Overview: Unit Price for Four Types of Products: P1-P4 (price includes stand up brackets)**

- **P1**-\$399 Double Seat with Arrowhead Logo end
- **P2**-\$319 Single Seat with Arrowhead Logo end
- **P3**-\$299 Double Seat with no logo end
- **P4**-\$199 for Single with no logo end
- **Bulk Seating** for Stadiums/Venues shall be offered on negotiated sale basis
- **Bulk Assets** for Memorabilia or value-added items shall be offered on a negotiated sale basis
- **Seat # Option for P1-P4 Assets** – Customers can request specific Seat #'s on seat backs for a \$20 up-charge. (customer receives random seat numbers otherwise)
- **Notes:**
  - SI estimates approximately 1600-1700 Logo Ends units for P1 & P2 seats may be available.
  - SI estimates approximately 20,000 units in total for P3 & P4 seats may be available.
  - Drop ship directly from SI's re-fabrication warehouse; shipping is an additional \$80-120 charge – paid by customer in addition to seat.
  - Seats also available for sale in Kansas City at designated pick-up point.
  - Pricing includes all necessary stand up brackets to create the finished product.

**B. Variable Costs for Disposition of Seats from Arrowhead: P1 Product (Double Logo)**

- SI Team proposes to sell approx \*1,300 retail seat P1 units (at the price 399/unit) (*\*Note we have limited amount of logo ends available in storage...*)
- Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)

-Seat Sale Price (P1 product).....	\$399.00
-Cost of Seat Re-fabrication & Boxing.....	(\$24.50)
-Cost of Stand up brackets \$27/each (x 3 brackets for doubles).....	(\$81.00)
-Cost Selling, Reconcile, Admin, Cust. Service .....	(\$15.50)
-Credit Card Fees (approx. 2.9%) .....	(\$15.00)
-Net after Variable Costs: .....	\$263.00

**C. Variable Costs for Disposition of Seats from Arrowhead: P2 Product (Single Logo)**

- SI Team proposes to sell approx \*300-400 retail seat P2 units (at the price 319/unit) (*\*Note we have limited amount of logo ends available in storage...*)
- Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)

-Seat Sale Price (P2 product).....	\$319.00
-Cost of Seat Re-fabrication & Boxing.....	(\$19.50)
-Cost of Stand up brackets \$27/each (x 3 brackets for doubles).....	(\$54.00)
-Cost Selling, Reconcile, Admin, Cust. Service .....	(\$15.50)
-Credit Card Fees (approx. 2.9%) .....	(\$13.00)
-Net after Variable Costs: .....	\$217.00

**D. Variable Costs for Disposition of Seats from Arrowhead: P3 (Double Generic No Logo)**

- SI Team proposes to sell approx. 1000-3000 retail seat P3 units (at the price 299/unit)
- Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)

-Seat Sale Price (P3 product).....	\$299.00
-Cost of Seat Re-fabrication & Boxing.....	(\$24.50)
-Cost of Stand up brackets \$27/each (x 3 brackets for doubles).....	(\$81.00)
-Cost Selling, Reconcile, Admin, Cust. Service .....	(\$15.50)
-Credit Card Fees (approx. 2.9%) .....	(\$15.00)
-Net after Variable Costs: .....	\$163.00



**E. Variable Costs for Disposition of Seats from Arrowhead: P4 Product (Single Generic**

- SI Team proposes to sell approx. 500-1000 retail seat P1 units (at the price 399/unit)
- Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)

-Seat Sale Price (P4 product).....	\$199.00
-Cost of Seat Re-fabrication & Boxing.....	(\$19.50)
-Cost of Stand up brackets \$27/each (x 3 brackets for doubles).....	(\$54.00)
-Cost Selling, Reconcile, Admin, Cust. Service .....	(\$15.50)
-Credit Card Fees (approx. 2.9%).....	(\$15.00)
<b>-Net after Variable Costs: .....</b>	<b>\$95.00</b>

**F. Example Returns of a "Retail Sale" After ALL Retail Sales Complete.**

Total Example Gross Sales:

P1 at 1,300 units sold =	\$ 518,700
P2 at 350 unit sold =	\$ 111,650
P3 at 1000 units sold =	\$ 299,000
P4 at 500 units sold =	<u>\$ 99,500</u>
	<b>\$1,028,850</b>

Total Net after Variable Costs:

P1 at 1,300 units sold =	\$ 341,900
P2 at 350 unit sold =	\$ 75,950
P3 at 1000 units sold =	\$ 163,000
P4 at 500 units sold =	<u>\$ 47,500</u>
	<b>\$ 628,350</b>

Net Returns (After Fix Costs and Variable Costs Accounted)

Total Net after Variable Cost: \$628,350

Less Fixed Cost Not-To-Exceed: \$ 95,000

**Net Return from Sale: \$533,350**

50% to SI Share: \$266,675

50% to County Share: \$266,675

**Notes:**

- This Example Return scenario does not include any projected revenue from Bulk Seat Sales or Recycling Sales which parties agree to pursue
- All expenses shall be documented, and SI only charges actual expenses incurred in conduct with the project.



SCHNEIDER INDUSTRIES

Global Investment Recovery Services

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## ***Asset Investment Recovery Program***

***For***

## ***Arrowhead Stadium Seats***

Presented to: Jackson County, MO

PRESENTED BY



SCHNEIDER INDUSTRIES, INC.

314-863-7711 • [WWW.SCHNEIDERIND.COM](http://WWW.SCHNEIDERIND.COM)

121 Hunter Ave Suite 204, St. Louis MO 63124

Contact: Josh Bussman (VP of Investment Recovery)

314-863-7711, [joshb@schneiderind.com](mailto:joshb@schneiderind.com)

OFFICES IN USA, CANADA, & LATIN  
AMERICA

In Partnership with:

**S & S Seating, Inc**

**812-547-3162 - [www.sandsseating.com](http://www.sandsseating.com)**

Offices in Troy, IN

May 15<sup>th</sup>, 2019

Ms. Katie Bartle  
Senior Buyer, Jackson County, MO  
415 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

RE: Proposal for Investment Recovery Program of Surplus Arrowhead Stadium Seats

Dear Katie:

Schneider Industries, Inc. of St. Louis, MO, in partnership with S&S Seating, Inc. of Indiana referred to as "SI TEAM" is proposing to manage a Complete Investment Recovery Program (IRP) of ALL the available surplus Seats from Arrowhead Stadium.

This is a turn-key management program designed to maximize the value of all surplus Seats while providing the highest quality service throughout the program in an open, inclusive, and fan friendly atmosphere.

**Schneider Industries** has been in business since 1993 and specializes in Asset Recovery Sale programs. Schneider has been involved in a number of Stadium Sale Events including: St. Louis Blues Hockey Arena (1994), Cardinals Busch Stadium (2005), Tigers Stadium (2007), Dallas Texas Stadium (2009), San Francisco Candlestick Park (2014) Atlanta GA Georgia Dome (2017) for ATL Falcons, Detroit Red Wings Joe Louis Arena (2017), Detroit Pistons Palace of Auburn Hills (2018). References included at the end of this proposal.

**S&S Seating** has been in business since 1996 and specializes in seat extraction operations and re-fabrication of used stadium seats for re-sale as memorabilia & used bulk commercial seating. S&S has been involved in almost every single stadium seat extraction operation in the last 20 years – over 17 in all. Larger projects listed here: Dodger Stadium (2005), Atlanta Fulton County Stadium (1996) US Cellular Field (New Comeriskey Park 2005), Milwaukee County Stadium (2000), RCA Dome (2008), Busch Stadium (2005), Tiger Stadium (2007), Texas Stadium (2009), Shea Stadium (2008), Giants Stadium (2010), Civic Arena (The Igloo, 2010), Candlestick Park (2014), Atlanta Falcons Georgia Dome (2017).

**SI TEAM would manage a Turn-Key IRP program to Maximize Return Value for Jackson Co.**

- Sale management including:
  - Inventorying and taking possession of all 27 Trailers worth of Stadium Seats
  - Seat re-construction operations & fabrication as a retail sale product – offering a variety of options for the retail customer / KC Chiefs fans.
  - Manage & fully execute all retail sales to Chiefs Fans AND Bulk Seats Sales to other Arenas, Stadiums, and Venues Also Recycling efforts, Scrap Salvage can be offered after all sale options exhausted
- Seat Sales and Payment collections, Marketing, PR, Advertising, customer service, E-Commerce website creation, Customer service phone number, Customer relations and we stand behind our product, full project management, guarantee of delivery to all approved purchasers, oversee shipping & reconciliation of funds.
- A dedicated website for seat sales (example [www.buyarrowheadseats.com](http://www.buyarrowheadseats.com))
- SI Team to handle all shipping and fulfillment to customers
- Provide warehousing services for Jackson Co. – as needed.

**The following proposal will outline in detail the steps SI would take to manage this Investment Recovery Program.**

The project goals of our customized IRP program are as follows:

1. CONDUCT SALE EVENTS IN A FAN FRIENDLY, OPEN ATMOSPHERE THAT GIVES ALL BUYERS AN OPPORTUNITY TO PURCHASE SEATS.
2. MAXIMIZE DOLLAR RETURN BY TARGETING BOTH CHIEFS & ARROWHEAD STADIUM FANS
3. MANAGE ALL DETAILS OF THE SALE IN A SAFE AND CONTROLLED ENVIRONMENT WHILE WORKING UNDER JACKSON COUNTY DIRECTION AND THEIR FINAL APPROVALS.

Sincerely,

**Josh Bussmann**

VP, Schneider Industries

## **INVESTMENT RECOVERY PROGRAM MANAGEMENT Table of Contents**

- I. Background & Experience of SI TEAM
  - A. Project Leader and Credentials: Josh Bussmann
- II. Recommended Course of Action: Sale Events
  - A. Retail Seat Liquidation Event
  - B. Bulk Seating Sale
  - C. Storage of Assets
  - D. Recycling and Scrapping
- III. Maximizing Value of Surplus Assets—  
Marketing – Domestic and International
- IV. Project Management Operations Duties
- V. Time Frame for IRP Management
- VI. Fee structure for IRP Program
  - A. All Services: Fix Costs, Variable Costs, Fees
  - B. Net Return Projections to Jackson County
- VII. Attachments
  - A. References
  - B. Project Communication Documents: SAMPLES

## **I. Background and Experience of SI TEAM**

Schneider Industries has partnered with S&S Seating (SI TEAM) to provide a team with the greatest experience and qualifications to complete a turn-key management program of stadium seats that have already been extracted from Arrowhead Stadium and are now in storage trailers. Schneider Industries has the most marketing, selling, and operational project management experience in Stadium liquidation events. S&S Seating has expertise and experience in stadium seat removal, refurbishing, and custom packaging for seat shipping as retail memorabilia – and bulk seats for re-use in other venues. We can confidently say that our team has the most experience and unique expertise in Stadium Liquidation Events of anyone in the world!

Our companies worked hand in hand at the Dallas Cowboys Texas Stadium, Atlanta Falcons Georgia Dome, Tiger Stadium Sale and also the St. Louis Cardinals Busch stadium projects – just to name a few. We will use Dallas Cowboys Texas Stadium, Atlanta Falcons GA Dome and St. Louis Cardinals Busch Stadium events as talking points in this proposal. The combination of Schneider Industries Stadium Asset Sales expertise and S&S Seating operations, fabrication, packaging, and fulfillment system – SI Team provides a complete solution to undertake these complex and highly unique projects.

As some background information on past projects and as they relate to this Jackson Co. disposition project -- the Dallas Cowboys disposition project took place in 2009 after the Stadium was closed. Schneider inventoried approx. 500 memorabilia items and 100's of equipment and salvage items that were sold in an on-line only auction. The seats were also a huge component and completely handled by our team. Seats were sold in a liquidation (not auction) – at a fixed price event and approx. 4500 sets (pairs) of seats sold. Seats were offered on delivery only as a direct pick up was too cumbersome and difficult for the customers. Also – it winds up being quite costly when you add up the labor, time needed and facility costs to allow for a direct pick up. There are also liability issues.

In all our projects – and how the Arrowhead project would work in our proposal -- Schneider Industries handled all the marketing and PR, conducted all the online and phone sales and handled customer service -- collected all the money, customer phone support, website creation, gathered all the addresses for shipping of seats. S&S Seating – handled all fulfillment -- extracted all the stadium seats, provided the customer stand up brackets and refurbishing (new nuts and bolts, etc.) so the seats are able to be sold as a finished memorabilia product that you can be proud to offer the loyal fan base of the Chiefs. The TX Stadium project was very successful, and the Cowboys were a pleased client.

As another example --the Busch Stadium Assets disposition project took place after the 2005 baseball season. Soon after the last pitch was thrown at Busch in September 2005, the SI TEAM jumped into action to capitalize on the emotion of the stadium closure. There was a 3-week timeframe to remove all the over 5000 memorabilia & support items, and 15,000 saleable pairs of stadium seats before demolition could take place. Stadium seats were sold over a 12-month timeframe and all sold during the final season prior to removal. The seats were removed and shipped direct from the stadium. Memorabilia and support items were removed and stored at a warehouse for later pick-up/delivery after auctions sales. Schneider once again handled all the selling duties and S&S handled the seat removal\_and\_fulfilment\_operations.

Schneider Industries and S & S Seating worked in close communication for a smooth process, despite the short time frame at Busch Stadium. The Cardinal organization was very pleased with the management of the project, the financial results, and most of all, the manner in which the events were presented to the Cardinal fans in St. Louis and around the world. The sale events were open to people over the phone, in person, and on the Internet to allow all fans the opportunity to purchase a piece of old Busch.

#### **Project Leader for SI TEAM on Arrowhead Stadium Project:**

Our project leader will be Mr. Josh Bussmann, Vice President for Schneider Industries. Mr. Bussmann handled all the operations for the Atlanta Falcons Georgia Dome, Joe Louis Arena in Detroit, Palace of Auburn Hills in Detroit, Texas Stadium, Detroit Tiger Stadium, Cardinals Busch Stadium sales. His responsibilities included everything from the creation of sale catalogs to advertising campaigns, PR, to the operations of sales, websites, and customer service with fans and bidders. Mr. Bussmann has worked for the last 17 years at Schneider Industries and has been involved in hundreds of auctions and liquidation sales. He is very qualified in the auction industry, and, furthermore, has the unique stadium liquidation experience pertinent to this Arrowhead Seat Sale project that few others in the world could claim.



## Sampling\_of\_Projects\_&amp;\_Media\_Response:

## Tiger Stadium Sale

### Tiger Stadium Relics Sold at Auction

October 2007

Fans shell out big bucks for relics from doomed Tiger Stadium.

Rarely are rusted and jammed turnstiles, defunct hot dog rollers and heavily stained trough-style urinals the stuff of bidding wars. That is, unless they were fixtures in one of sports' most revered venues.

Such is the latest in a series of oddities that have surrounded Detroit's Tiger Stadium during the eight years since its closing after the final home game of 1999. The ballpark has been transformed into a film set, acting as historic Yankee Stadium in the movie *61\**.

It has served as a performance venue for Snoop Dogg, and it has been targeted by crooks who allegedly repeatedly greased a security guard with \$20 bills to gain uninhibited access.

Now much of Tiger Stadium - which was renovated from wood to concrete and steel in 1912 - has been sold piece by piece, however begrudging. The month-long auction, which ended in October, attracted thousands of bidders, far exceeding even the auctioneer's expectations.

"It's going very well," Dan Rosenthal, chief operating officer of Schneider Industries, which recently ran the online auction of more than 700 items that effectively gutted the historic ballpark, save the foul pole, an immensely in-poly terminated segment and the outside scoreboard, said two weeks into the sale. Midway through the auction, popular demand dictated that Rosenthal add another 30 items - most of them urinals. "I would have never thought about that, but the fans want them," he said. "Give the people what they want."

The auction saw fans buy all kinds of nontraditional memorabilia, including a batter's-box stencil, cement-encased base paths and football down markers (leftovers from when the Detroit Lions called the stadium home). More historically significant objects included Al Kaline's "kicker cleaver," his file hairs and the floor to the press box.



## Seat Sale Example (Retail & Bulk)



GENERAL  
PUBLIC SALE  
ON-GOING!

SALE #1: SEALED BID SALE  
ALL GEORGIA DOME FACILITY  
ASSETS AND EQUIPMENT

SALE #2: BULK SEAT SALE  
SEAT ORDERS OF 50-10,000

INSPECTION BY APPOINTMENT ONLY

#1 SEALED BID SALE

#2 BULK SEAT SALE



Below is some additional background history and experience of our team:

1) Schneider Industries, Inc.

A) History

- Founded in 1993 in St. Louis, MO
- Core business consists of industrial equipment and real estate auctions around North America: Onsite and Online
- Offices in USA, Canada, Mexico, Europe
- SI Completes approximately 50 major sale projects /year
- Major Clients include: St. Louis Cardinals, Anheuser-Busch, Emerson Electric, Nestle Purina, General Mills, to name a few.

B) Stadium Liquidation/Auction Experience

**ST. LOUIS HOCKEY ARENA**

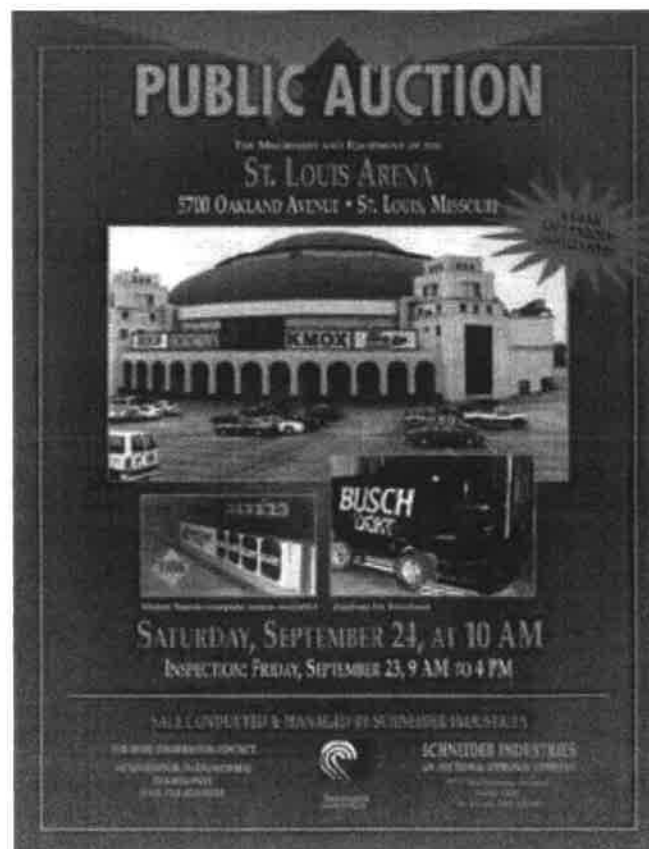
**Location:** St. Louis, Missouri

**Type of Sale:** Auction Sale

**Number of Items Sold:** 11,000 (includes stadium seats, memorabilia, and support items)

**Description:** Held auction of items in this St. Louis landmark scheduled for demolition due to new venue built in St. Louis.

**Items Sold:** Arena Seats, Scoreboards, Spotlights, Zamboni Machine, Sound Systems, Boards, plus much more.



**ST. LOUIS CARDINAL BUSCH STADIUM**

**Location:** St. Louis, Missouri

**Type of Sale:** 3 Sale events: Auction Sale, Sealed Bid Sale, Tag Sale Event

**Number of Items Sold:** Over 5000 memorabilia/support items & 15,000 pairs of seats

**Description:** SI marketed and sold all items in the Old Busch stadium. SI managed the sale, removal of memorabilia/support items, delivery to buyers.


**Items Sold:** Memorabilia, Signage; Support equipment including Lights and Sound System; Game used Memorabilia including: lockers, bases, balls and bats.

# PUBLIC AUCTION

## Busch Stadium St. Louis

Former Home of the St. Louis Cardinals

Live Auction Held at the Millennium Hotel by Photograph 200 South 4th Street, St. Louis, MO 63102



**Featuring a Large Selection  
of Restaurant and Stadium  
Equipment, Furniture, Trucks and  
Cardinals Baseball Items!**

**Saturday, March 25th, 2006 at 9:00 AM**

Inspection: Friday, March 24th, 2006 9:00am to 4:00pm at Jefferson Avenue and Hwy. 44 (1910 Jefferson)

**U.S.A. Office**  
231 South Bemiston Avenue,  
Suite 925  
St. Louis, Missouri 63105, U.S.A.  
Tel 314-863-7711  
Fax 314-863-7749

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CP 27060 Toluca, Coahuila Mex.  
Laguna Trade Center Parque el Amanuense  
Tel. desde Mex. 01 (871) 221-6666  
Cell. (871) 444-2770  
Email: [carl.schneider@schneiderind.com](mailto:carl.schneider@schneiderind.com)  
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# BUSCH STADIUM ST. LOUIS

Featuring a Large Selection of Restaurant and Stadium Equipment, Furniture, Trucks and Cardinals Baseball Items!



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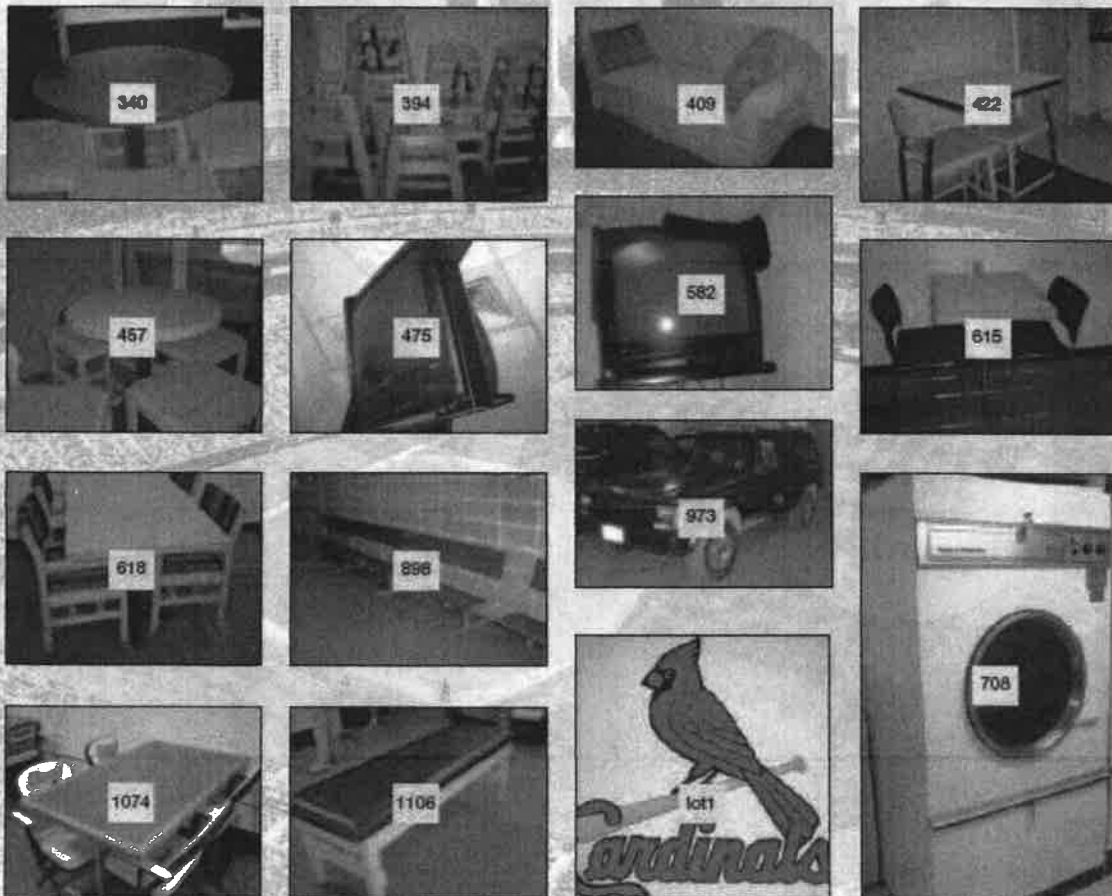
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Bid live on the  
Internet.

## Former Home of the St. Louis Cardinals

### Featuring a Large Selection of Restaurant and Stadium Equipment, Furniture, Trucks and Cardinals Baseball Items!

**Payment Terms**

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**Terms and Conditions**

Neither the auctioneer nor the seller are responsible for correct description, authenticity, genuineness of, or defect in, any lot and make no warranties expressed or implied. Items are being sold "as is — where is" without recourse of any kind. Buyers are responsible for removal.

**Directions to Millennium Hotel**  
200 South 4th Street, St. Louis, MO 63102  
(Across the street from Busch Stadium).



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# SEALED BID SALE

## Busch Stadium St. Louis

Home of the St. Louis Cardinals Baseball Organization

**Furniture, Fixtures, Baseball and Stadium Support Equipment**

**NO Memorabilia Will Be Offered at This Event**

**Memorabilia to Be Offered at a Later Date!**

**Inspection: Tuesday, August 9th and Wednesday, August 10th, 2005  
(By Appointment Only)**

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St. Louis, Missouri 63103, U.S.A.  
Tel: 314-863-7711  
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Tel: 81-826 5017, 01(81) 826 5017  
Cedex 671149-1770  
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## ADDITIONAL STADIUM PROJECTS:

### Joe Louis Hockey Arena Memorabilia On-Line Auction. Bidding: Dec 9th - 16th.

Schneider Industries

Joe Louis Auction

Timed Online Auction

Ends from Dec 16, 2017 9am CST

[View auction details](#) ▾

[Sign up to bid](#)

[Click here for important info before bidding](#)

There are 804 item(s) within this sale

Sort by Lot Number ▾

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Lots per page | 60 | 120 | [240](#)

Page 1 of 4



Octopus, 10 ft. w x 10 ft. w x 8 ft. h. ;  
Located in: Main Concourse \*\*\*Note  
from Auctioneer\*\*\*

Lot 1

Octopus, 10 ft. w x 10 ft. w x 8 ft. h. ;  
Located in: Main Concourse \*\*\*Note from  
Auctioneer\*\*\*This lot will include a  
"Farewell Season at the J..."

[More details](#)

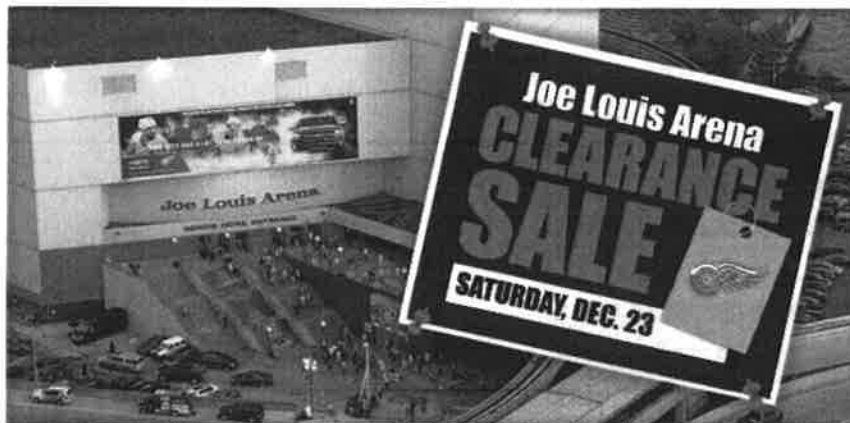
Bidding opens 9 Dec

Current bid: **None**

Opening bid: 25 USD

[★ Watch list](#)

[Bid](#)





**SALE #1: SEALED BID SALE  
ALL GEORGIA DOME FACILITY  
ASSETS AND EQUIPMENT**

**SALE #2: BULK SEAT SALE  
SEAT ORDERS OF 50-10,000**

**INSPECTION BY APPOINTMENT ONLY**

**#1 SEALED BID SALE**



**#2 BULK SEAT SALE**







## ***Certificate of Authenticity***



**This Texas Stadium seat was removed from Texas Stadium for you the second week of September 2009. This was the very last activity at the stadium prior to the City of Irving awarding the implosion contract.**

**This great stadium and its rich history and tradition, was imploded on April 11, 2010.**

**Your seat is a true part of the 38-year history of "America's Team" at Texas Stadium!**

*Chris Gordon, Winning bidder for the City of Irving Texas Stadium 25,000 seat auction.*

## 2) S&S Seating

### A) History

- S&S Seating founded in 1996 in Indiana.
- Core business consists of complete management of stadium seat removal, seat refurbishing, custom packaging for seats and delivery.

### B) Stadium Liquidation Experience

Past projects include:

S&S Seating has have effectively provided seat removal and shipping for the following stadiums (not a complete list):

- St. Louis Cardinals Busch Stadium – 15,000 pairs sold at \$495/ pair
- Philadelphia Veterans Stadium - 14,000 pairs sold at \$280/pair
- Chicago Soldier Field – 8000 pairs sold at \$200/pair
- Chicago White Sox Stadium, COMISKY PARK – 2000 pairs sold at \$490/pair
- Los Angeles Dodger Stadium – 8,000 pairs sold at \$250/ pair
- Memorial Stadium (Baltimore)– 5000 pairs sold at \$200/pairs
- Milwaukee Brewers County Stadium (MILWAUKEE)– 5000 pairs sold at \$500/ pair
- Cowboys Texas STADIUM– 4,500 pairs sold at \$500/pair
- Tiger Stadium (DETROIT)– 3000 pairs sold at \$300/pair
- Georgia Dome (ATLANTA)– 1250 pairs sold at \$400/pair
- Shea Stadium (NYC)– 12,000 pairs sold at \$600/pair
- Mellon Arena in (Pittsburg) – 2500 pairs sold at \$495

S&S Seating has a proven system, which we have perfected over the last twenty years at multiple large-scale stadiums around the country. We are confident that it is in the County's best interest to utilize our SI Team regarding asset recovery. We have specialized knowledge and experience to maximize your revenue and increase fan satisfaction with the recovery, selling, and shipping of the seats.

Below is some information and pictures of the Busch Stadium Seat Sale of 15,000 pairs of seats, as well pertinent information on some other past Stadium Seat projects. Also see the removal, packaging, and shipping operation, that took place direct from the Busch stadium.

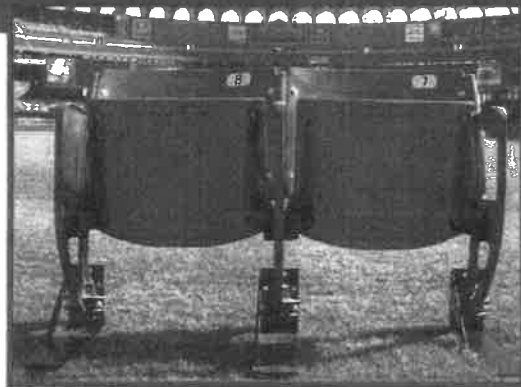
### **Removal Deadlines:**

Our Team has proven to be a partnership that has consistently met every deadline given to us in all past stadium-seat removals. The original contract with the Cardinals provided 21 days to remove and ship the seats, however, one week before the removal began the timetable was reduced to 19 days. We effectively adjusted to the new timetable and actually completed the project in 17 days (2 days under budget!). We were able to turn the entire stadium over to the demolition contractor 17 days after we began. In addition, we

effectively coordinated with the demolition contractor, removing specific sections in the stadium first, so they could jump start their project as well.

Brochure for Cardinal Stadium Seat Sale

**Purchase authentic,  
game used seats from Busch  
Stadium, where you've enjoyed  
so many great moments in  
Cardinals history.**



**\$470 per pair**

**Price Includes:**  
Shipping nationwide,  
mounting bracket,  
hardware and  
assembly instructions.



**Sold Only  
In Pairs**

Seats will arrive  
within 4 weeks  
of the end of the  
2005 season.

**Purchase at:**

**stlcardinals.com • 314-421-2400**

Seats will go on sale starting  
at 9 AM on Saturday, April 16th.

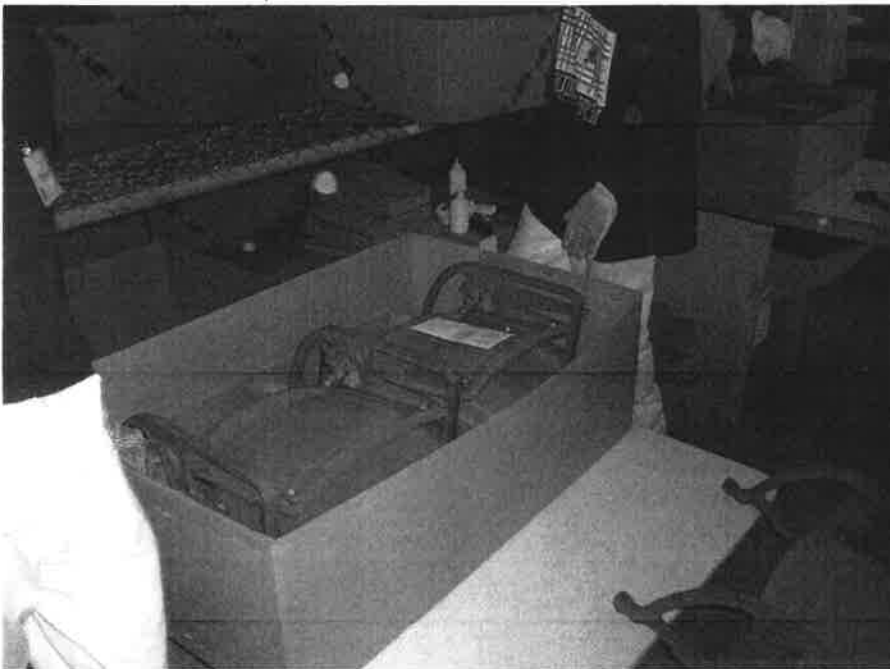
**LIMITED QUANTITY AVAILABLE**

**The Final Season In Our Home...  
The First Of Many Seasons  
In Your Home**

**Stadium Seat Removal and Shipping operations from Busch Stadium**

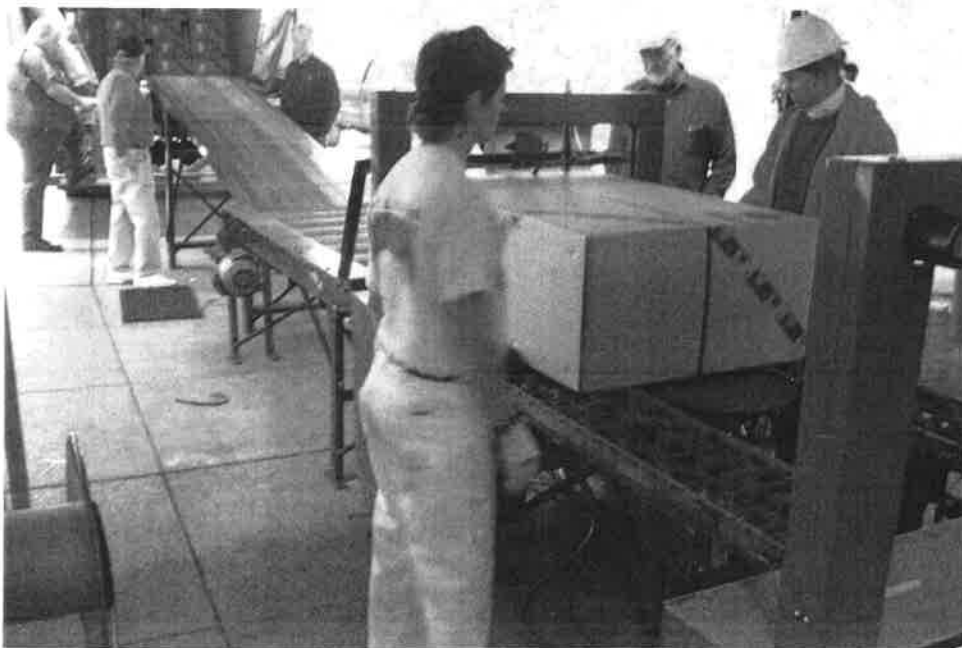


Our team has developed a proprietary system for removing, boxing, and shipping on-site to reduce costs from warehouse and efficiently & quickly deliver seats to fans with an average of 0.5% breakage.





In St. Louis we were able to box and ship over 1,200 double seats each day.



**Seat Removal:**

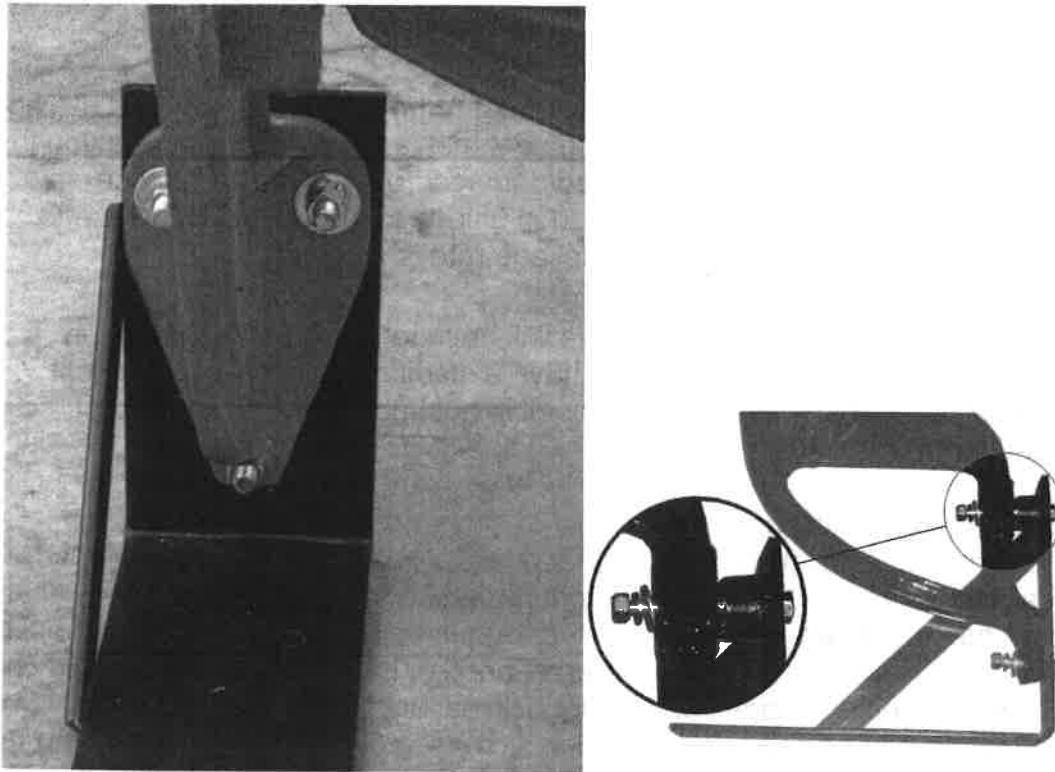
Seat removal is not a demolition job. Seat removal is a memorabilia salvage project. Care must be given to each seat that is removed; otherwise you lose tremendous revenue with scratched/damaged/broken seats. We use customized equipment and techniques unique to our area of expertise to minimize breakage; in fact our breakage rate is around 0.5%.

To maximize the amount of sets we will have to sell, the seats must be removed in specific patterns. You have a stadium full of seats that must be mapped out one seat at a time well in advance long before the first seat is removed.

**Bracket Fabrication:**

Stadium seats will not stand up after removal without a custom designed bracket. The seats, as with many other stadiums, have at least 3 different bolt patterns to the seat fittings. Therefore, a universal bracket must be fabricated to fit the Arrowhead seats. A universal bracket is very important to keep costs down. If a universal bracket was not utilized, separate brackets would have to be matched to necessary seat which increase costs and possibility of human error during packaging. **See below for pictures of proprietary brackets:**





- ***Universal Bracket will fit all seats to come out of Arrowhead Stadium***
- ***Powder-coated, includes nuts and bolts for easy assembly.***
- ***No need to attach to floor, stands alone, made for full usage.***
- ***Have holes to secure to floor if desired.***

**Shipping:**

We have developed a proprietary system for removing, boxing, and shipping on-site. This eliminates thousands of fans coming to the job site to pick up their seats and the costly job of storing at a warehouse. It also allows for tighter control of the seats, virtually eliminating theft and damage. We also have a strategic alliance with FedEx and developed a customized shipping container in their lab that is able to handle the potential damage of shipping and minimize any possibility of breakage.

**Benefits of Direct Ship of the Seats via Fed Ex / UPS**

- **Worldwide coverage.** Shipping allows the fans around the country and around the world to purchase and have seats shipped direct to their door.
- **Cost Savings.** Shipping eliminates storage costs that are absorbed by seller. Buyers pay shipping rather than seller.
- **Happier fans.** Fans receive their seats quickly after extraction. If a pick up is called for, the seller is relying on the fans to arrive and pick up in an orderly fashion.



Our boxes are glued and stapled together on site. The seats are inserted inside the box and secured with packing, and then each container is triple banded and loaded directly onto the shipping company truck for shipping. Since Arrowhead has different type of seats, we will work directly with the shipping company and our container manufacturer to develop additional shipping containers customized to Arrowhead.

Our specialized expertise in memorabilia salvage removal, as well as our strategic alliances our box manufacturer, ensures your fans will receive their seats cost effectively, timely, and in the best condition possible.

#### **Satisfied Fans:**

While we do minimize the possibility of breakage during the removal process and shipping process, some seats can and do fracture both prior to removal and during shipping. Sometimes these fractures are undetected until the customer receives the seats and inspects them upon arrival in their home. The last thing the county need is to have unhappy fans. However, if people do have issues, those calls will be fielded by SI TEAM.

#### **Reputation**

Our Team worked very close with the Cardinals, Tigers, and many other stadium's customers to resolve any issues that arose, specifically taking care of any missing or broken parts. **Our projects received virtually no negative press, as these have been highly publicized events.** Customer service is job one and if a fan has a seat that needs repair, we can and will handle the problem. We back up all our work.

For example -- In Cincinnati a demo company removed the seats but did not stock parts for repairs. Fans that received damaged seats called the Reds who told them to call the demo company. The demo company did not have parts and instructed the customer to call American Seating. American Seating does not stock parts for older seats and were not able to take care of the Reds fans. The Reds ended up taking the heat from their fans who were given the run-around and never had their issues resolved. We can custom fabricate parts and have a warehouse to ensure that fans will get working and satisfactory seats that will last a lifetime. You can rest assured that fans will receive superior customer service. Just call our references included at the end of this proposal and ask our past clients.

## II. Recommended Course of Action Arrowhead Seats: Sale Events

### 1. Seat Liquidation Event

*SI Team recommends a fixed price liquidation event for retail memorabilia seat sale of the Arrowhead seats rather than an auction sale.*

Based on our experience, it is not feasible to sell seats in a traditional auction or Internet auction in which a price is determined by the market. Seats sales do much better under a fixed liquidation price. Below are examples of past Stadium events.

### SUMMARY OF PAST SEAT SALES

Projects Completed by Our Team	Seats Units sold (*unit is 2 seats)	Unit Price (includes shipping and bracket)	Time delay from last game played at Stadium to Sale of Seats	Sale Type: Liquidation or Auction	Fulfilment
Cardinals Busch Stadium	15,000	\$ 485	no delay	Liquidation	Direct Ship
Philadelphia VET Stadium	14,000	\$ 285	no delay	Liquidation	Direct Ship
Chicago Soldier Field	8,000	\$ 200	no delay	Liquidation	Direct Ship
Chicago White Sox Stadium	2,000	\$ 490	5 month delay	Liquidation	Direct Ship
Los Angeles Dodger Stadium	8,000	\$ 250	no delay	Liquidation	Direct Ship
Baltimore Memorial Stadium	5,000	\$ 200	no delay	Liquidation	Direct Ship
Mellon Arena in Pittsburg	Approx 2000	\$ 495 (shipping add'l)	no delay	Liquidation	Direct Ship
Pittsburgh 3 Rivers Stadium	less than 1000	varied from \$10 - \$800	no delay	Auction	pick up

SI TEAM Recommendation for Seat Liquidation of Arrowhead Stadium

Project	Seats Units available for sale	Recommended Unit Price: 4 types of products: P1-P4 (price includes stand up brackets)	Shipping Cost (extra charge to buyers)	Sale Type: Liquidation or Auction	Fulfilment
Arrowhead Seats	<p>Approx 1600-1700 Logo Ends units (for P1 &amp; P2) –Limited quantities of logo ends available</p> <p>Approx. 20,000 units in total (P3 &amp; P4)</p>	<p><b>P1</b>-\$399 Double with Arrowhead Logo end,  <b>P2</b>-\$319 Single Seat with Arrowhead Logo End  <b>P3</b>-\$299 Double with no logo end  <b>P4</b>-\$199 for Single with no logo end            Bulk Seating offered on negotiated sale basis.  <b>OPTION: P1-P4</b> – Customers can request specific Seat #'s on seat backs for a \$20 up-charge. (customer receives random seat numbers otherwise)</p>	<p>\$80-120 for retail sales.</p> <p>Bulk shipping on case by case basis</p>	Liquidation	Direct Ship using Fed-Ex

**Photo of Arrowhead Logo End Below** – (Our Team estimates about 1600 -1700 logo ends products available. Each product P1 & P2 would have ONE LOGO END and ONE NON-LOGO END – just as it would have been in the Stadium). Therefore – P1 & P2 are limited to offerings of 1600-1700 units.



Our Team Recommends the following:

- Market seats for sale at fixed price at \$399 for P1 double with logo ends, \$ 319 for P2 Single Seat with Logo End, \$299 for P3 double generic with no logo end, \$199 for P4 single pageneric with no logo end.
- Drop ship directly from our re-fabrication warehouse in Indiana using our proven fulfillment system. No onsite pick up available -- as this relies on the customer to pick up and has always proven to be ineffective. Customers don't realize how bulky and heavy these seats are for transport.
- It is much better to ship the seats fully assembled in our custom created boxes.
- This price includes all necessary stand up bracket to create finished product.
- Shipping is an additional \$80-120 charge – paid by customer in addition to seat.
- ***Additionally, for a \$20 upcharge customers would be allowed to select Seat Specific Numbers. For example, a customer wants seat 12 & 13. This could be offered. (Random seat numbers assigned otherwise)***
- *SI Team would want to take approx. 5 to 6 trailers loads of specific "Critical" seats and parts, including all logo ends, to Indiana to our re-fab facility. This would be enough seats to get us started.*
- *The remaining trailers to be stored at A. Arnold. We would ship more "Critical" parts from A. Arnold as sale progressed and as needed to our warehouse.*
- *It is important to ship the 5 to 6 trailers of specific "Critical parts to our Indiana warehouse because we need to re-fabricate the seats to provide a quality product. Since our crews did not remove the seats we can not guarantee the integrity until we inspect everything at our facility with our experienced team of professionals.*

**\*Note:** for Timeframe of sale events, see TIMELINE below in proposal.

#### IV. General Project Management Operations

SI TEAM responsibilities will include:

- **Turn Key Sale program:** SI TEAM will manage all aspects of the Seat Sale. We will offer retail memorabilia seat sales as well as bulk seat offerings to other venues. SI TEAM responsible for Marketing of Seat Sale and can handle all PR – with approval and oversight from the County.
- **Inventory & Catalog:** SI will inventory and catalog and photograph all items to be posted well in advance of the seat sales and auction sale on website.  
PROFESSIONAL PHOTO OF SEAT PRODUCTS ON WEBSITE

- **Exit Removal Trailers from Current Locations:** SI TEAM will handle all necessary arrangements to see that the trailers are removed from the current location within 10 days of contract award.
- **Client, Media, Customer Relations.** SI TEAM will field all requests for information about the sales.
- **Insurance.** Schneider Industries utilizes the following programs: Comprehensive Business Liability, Workers Compensation, Employers Liability, and Automobile. Client will be additionally insured upon signing of contract.
- **Payment and Collections.** All payments will be made to Schneider Industries. SI will then account for all funds and present funds to Client less our expenses and commissions. (Expenses are described in detail at the end of this proposal) Wire transfers, certified checks, money orders will make all purchases, or company checks accompanied with a bank letter guaranteeing funds. All funds will and must be cleared prior to the removal of equipment.
- **Timing.** This program will have all assets sold and removed by the time set and agreed by Client and Schneider Industries.
- **Merchandising and Displaying.** SI will display assets in as pleasing a manner as possible to maximize desirability and value.
- **Project Communication.** There will be frequent communication with your management regarding the status of ongoing sales. The frequency and details of information provided can be as often and as in-depth as you request. **SEE ATTACHMENTS below for "Project Communication Documents"**

**V. PROPOSED TIME FRAME FOR SALE PROGRAM**

<b>PROJECT TIMELINE</b>	<b>Event</b>
Late May 2019	Notification of project award to SI TEAM
June 8th	<ul style="list-style-type: none"> <li>• Remove Trailers from Sports Complex and Store at A. Arnold, locally</li> </ul>
June 20th	Sort and Relocate "Critical Pieces" of approx. 5 to 6 trailers to Indiana at S & S Warehouse
June 30th	<ul style="list-style-type: none"> <li>• Seat Photos taken with Brackets and Refab</li> <li>• Sales Website Draft Created and Sent to County for Approval</li> <li>• PR and Marketing Plan Submitted to County for Approval</li> </ul>
July 10th	Final Approvals granted from County for Website and PR / Marketing Plan
August 8th	1 <sup>st</sup> PR & Sale Campaign: Launch Retail Seat Sale to Public & Bulk Seating (to Coincide with 1 <sup>st</sup> Chiefs Pre-season game)
August 8 – Nov 22nd	Retail Seat Sale and Bulk Seat Sale is Ongoing (Note customers receive seats 4 weeks after order is received via Fed-Ex)
Day after Thanksgiving	2 <sup>nd</sup> PR & Sale Campaign: is Launched again the Seats for sale in time for Christmas Season. Potentially offer holiday promotions of discounted price to previous purchasers only.
Late Dec 2019	Seat Sale Concludes (Both Retail and Bulk). If the team decides to continue sale – this is possible also. (For example Chiefs into Playoffs and seats continue to sell...)

Jan 2020	Recycling / scrapping all remaining parts to ensure nothing gets into public domain for black-market sales.
Jan- Feb 2020	Reconcile all sales & due proceeds with County (Partial payments can be made in advance and through-out the sale process)
2020	Additional Seat Sale events – as more seats removed from Arrowhead?

## VI. Fee Structure for Investment Recovery Sale Program

- Guarantee of Proceeds to County:
  - SI Team will pay a **net-minimum guarantee advance of the “net” proceeds in the amount of \$75,0000.**
  - This amount is the County’s to keep regardless of the success of the sale.
  - This amount is to be paid upfront and at project commencement.
  - After a successful sale – SI Team to be reimbursed the Net Minimum Guaranteed from Sales.

### Note on Costs for this type of Project –

***For this program there will be both Variable and Fix Costs. SI Team will describe all costs and projected Net Returns below.***

***There are Fixed costs to setting up the program – regardless of how many seats our team sells. Then there are Variable costs based on PER UNIT sold.***

***We will describe the Fixed Costs of ramping up and executing the project first – and secondly discuss Variable Costs based on per unit.***

***We will also give projected Net Returns to the County – see below.***

**Schneider Industries** proposes to provide all of the above services on the following options:

**Estimated Fixed Costs to Ramp up for Sale of Seats from Arrowhead**

*\*Note: Estimated Fixed Cost to be finalized at time of final contract negotiation (although we believe these estimates to be very close to actual.)*

*\*All Expenses are fronted by SI and Reimbursed through sales.*

*\*County would pay nothing "out of pocket" for this entire program.*

- Storage Cost at A. Arnold of 22-23 "non-critical" Trailers: Unknown Cost -- to be paid direct to A. Arnold. (Our Team is still waiting on a quote)
- Cost of Transporting the 5-6 "critical" trailers from Kansas City to Leopold, Indiana: Estimated at \$8,000
- Unloading and sorting expense for the 5-6 trailers coming to our facility in Indiana in doing this, we will provide our own Gaylord boxes and pallets to organize and store. Estimated at \$7,200
- As sale progressing -- SI Team may need to ship additional trailers from A. Arnold to Indiana. Estimated cost of \$1500 per trailer. Unloading & Sorting fee of \$1,440 per trailer.
- Fixed price for storing the 5-6 "critical trailers" into SI Team owned trailers AND for storage fees for entire length of project: Estimated at \$10,200
- Creation of online Website for Sales: Estimated at \$5,000
- 1<sup>st</sup> PR Campaign to launch Pre-Season Sale: Estimated at \$9,000
- 2<sup>nd</sup> PR Campaign to re-launch Christmas Sale: Estimated at \$7,500
- Misc. Travel and Set up Related Expenses: Estimated: \$3500

**Total Estimated Fixed Costs** (Not Including A. Arnold Costs -- which our team is waiting on this from A. Arnold).....\*\$50,000 -- \$75,000

*\*Final fixed costs to be determined.*



Variable Costs for Disposition of Seats from Arrowhead: P1 Product (Double Logo)

- SI Team proposes to sell approx \*1,300 retail seat P1 units (at the price 399/unit)
  - (*\*Note we have limited amount of logo ends available in storage...*)
  - Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)
- |  |                     |
|--|---------------------|
| -Seat Sale Price ( <b>P1 product</b> ).....                          | \$399               |
| -Cost of Seat Re-fabrication & Boxing .....                          | (\$24.50)           |
| -Cost of Stand up brackets \$27/each (x 3 brackets for doubles)..... | (\$81.00)           |
| -Cost Selling, Reconcile, Admin, Cust. Service.....                  | (\$15.50)           |
| -Credit Card Fees (approx. 2.9%).....                                | (\$15.00)           |
| -Gross after Variable Costs: .....                                   | <b><u>\$263</u></b> |

SI Team Fees are 50/50 Split of Gross Profits with County:

-SI Team to split the Gross after Variable Costs -- 50% to Jackson County, 50% to SI Team.

Variable Costs for Disposition of Seats from Arrowhead: P2 Product (Single Logo)

- SI Team proposes to sell approx \*300-400 retail seat P2 units (at the price 319/unit)
  - (*\*Note we have limited amount of logo ends available in storage...*)
  - Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)
- |  |                     |
|--|---------------------|
| -Seat Sale Price ( <b>P1 product</b> ).....                          | \$319               |
| -Cost of Seat Re-fabrication & Boxing .....                          | (\$19.50)           |
| -Cost of Stand up brackets \$27/each (x 3 brackets for doubles)..... | (\$54.00)           |
| -Cost Selling, Reconcile, Admin, Cust. Service.....                  | (\$15.50)           |
| -Credit Card Fees (approx. 2.9%).....                                | (\$13.00)           |
| -Gross after Variable Costs: .....                                   | <b><u>\$217</u></b> |

SI Team Fees are 50/50 Split of Gross Profits with County:

-SI Team to split the Gross after Variable Costs -- 50% to Jackson County, 50% to SI Team.

Variable Costs for Disposition of Seats from Arrowhead: P3 (Double Generic No Logo)

- SI Team proposes to sell approx 1000-3000 retail seat P3 units (at the price 299/unit)
- Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)

-Seat Sale Price ( <b>P3 product</b> ).....	\$299
-Cost of Seat Re-fabrication & Boxing.....	(\$24.50)
-Cost of Stand up brackets \$27/each (x 3 brackets for doubles).....	(\$81.00)
-Cost Selling, Reconcile, Admin, Cust. Service.....	(\$15.50)
-Credit Card Fees (approx. 2.9%).....	(\$15.00)
-Gross after Variable Costs: .....	<b><u>\$163</u></b>

SI Team Fees are 50/50 Split of Gross Profits with County:

-SI Team to split the Gross after Variable Costs -- 50% to Jackson County, 50% to SI Team.

Variable Costs for Disposition of Seats from Arrowhead: P4 Product (Single Generic)

- SI Team proposes to sell approx 500-1000 retail seat P1 units (at the price 399/unit)
  - Below are the Variable costs PER UNIT SOLD. (This is our team's cost only with no profit built in.)
- |  |                    |
|--|--------------------|
| -Seat Sale Price ( <b>P1 product</b> ).....                          | \$199              |
| -Cost of Seat Re-fabrication & Boxing.....                           | (\$19.50)          |
| -Cost of Stand up brackets \$27/each (x 3 brackets for doubles)..... | (\$54.00)          |
| -Cost Selling, Reconcile, Admin, Cust. Service.....                  | (\$15.50)          |
| -Credit Card Fees (approx. 2.9%).....                                | (\$15.00)          |
| -Gross after Variable Costs: P1 at \$399 Sale price .....            | <b><u>\$95</u></b> |

SI Team Fees are 50/50 Split of Gross Profits with County:

-SI Team to split the Gross after Variable Costs -- 50% to Jackson County, 50% to SI Team.

- **SI TEAM would front all Expenses and Net Minimum Guarantee. This project would cost Client nothing out of pocket.**
- **SI TEAM'S accounting records are always open for review. All Variable and Fixed costs are actual costs and would be documented.**

Example Returns of a "**Conservative-minded Retail Sale**" After ALL Retail Sales Complete.

Total Sales:

P1 at 1,300 units sold = \$518,700

P2 at 350 unit sold = \$111,650

P3 at 1000 units sold = \$299,000

P4 at 500 units sold = \$99,500

Total Gross after Variable Costs:

P1 at 1,300 units sold = \$341,900

P2 at 350 unit sold = \$75,950

P3 at 1000 units sold = \$163,000

P4 at 500 units sold = \$47,500

Net Returns (After Fix Costs and Net Minimum Guarantee Accounted)

Net Minimum Guarantee at

Start of project:.....\$75,000

Total Gross after Variable Cost: \$628,350

Less: Net Minimum Guarantee

Returned to SI Team:..... (\$75,000)

Less: Fixed Costs:.....(\$60,000)

Net Return from Sale.....568,350

Less: SI Team Fees .....(\$284,175)

Net Return to County.....\$284,175

All expenses are documented, and SI only charges actual expenses incurred in conduct with the sale. SI would present a documented expense report to Client after the sale.

-----**END OF PROPOSAL**-----

-See Attachments and References Below.

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

**A RESOLUTION** transferring \$5,000.00 within the 2019 General Fund and authorizing the County Executive to execute a Cooperative Agreement with the City of Levasy to assist in covering the costs of removal of trash and debris.

**RESOLUTION NO. 20198**, July 15, 2019

**INTRODUCED BY** Jeanie Lauer, County Legislator

WHEREAS, the City of Levasy has a need for the removal of trash and debris, necessitated by recent flooding; and,

WHEREAS, the administration proposes the execution of a Cooperative Agreement with City of Levasy to provide financial assistance to the City to assist in covering the costs of trash and debris removal, at a cost to the County of \$5,000.00; and,

WHEREAS, the City will utilize the County funding to engage a third-party trash service for the collecting and removing of the debris; and,

WHEREAS, the City shall to the best of its ability make the relief available to nearby residents of unincorporated Jackson County that were impacted by the flooding; and,

WHEREAS, the City will agree that if any of the cost associated with these efforts is reimbursed by either insurance or state/federal aid, the City will be responsible for reimbursing the County accordingly; and,

WHEREAS, a transfer is needed to place the funds needed for this agreement in the proper spending account; and,

WHEREAS, funds needed for the transfer are available due to soft salary savings; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2019 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
County Executive's Office			
001-1001	55010 – Regular Salaries	\$5,000	
001-1001	56790 – Other Contractual Services		\$5,000

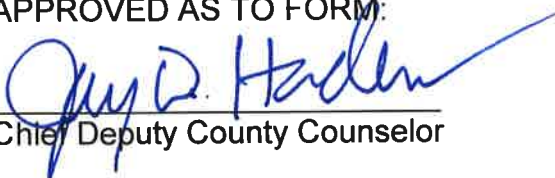
and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County the attached Cooperative Agreement with the City of Levasy; 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. 20198 of July 15, 2019, was duly passed on \_\_\_\_\_, 2019 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 1001 55010  
ACCOUNT TITLE: General Fund  
County Executive's Office  
Regular Salaries  
NOT TO EXCEED: \$5,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1001 56790  
ACCOUNT TITLE: General Fund  
County Executive's Office  
Other Contractual Services  
NOT TO EXCEED: \$5,000.00

7/11/19

Date



Chief Administrative Officer

## **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 from which payment is to be made, each sufficient to meet the obligation of \$5,000.00 which is hereby authorized.

---

Date

---

Director of Finance and Purchasing  
Account No.




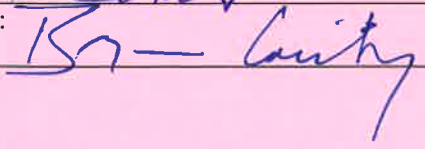



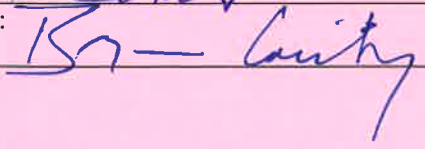



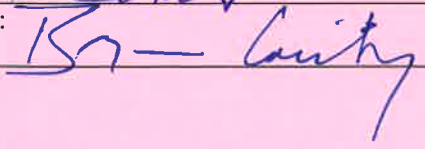
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 20198

Sponsor(s): Jeanie Lauer

Date: July 15, 2019

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: <u>A Resolution authorizing the County Executive to execute a cooperative agreement with the City of Levasy in direct financial assistance to cover the costs of the removal of trash and debris caused by the recent flooding.</u>															
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$5,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$5,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$5,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td><b>From Acct:</b> 001-1001-55010 General Fund – Executive’s Office – Regular Salaries</td><td><b>From Amount</b> \$5,000</td></tr> <tr> <td><b>To Acct:</b> 001-1001-56790 General Fund – Executive’s Office – Other Contractual Services</td><td><b>From Amount</b> \$5,000</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>		Amount authorized by this legislation this fiscal year:	\$5,000	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$5,000	Amount budgeted for this item * (including transfers):	\$5,000	Source of funding (name of fund) and account code number:		<b>From Acct:</b> 001-1001-55010 General Fund – Executive’s Office – Regular Salaries	<b>From Amount</b> \$5,000	<b>To Acct:</b> 001-1001-56790 General Fund – Executive’s Office – Other Contractual Services	<b>From Amount</b> \$5,000
Amount authorized by this legislation this fiscal year:	\$5,000															
Amount previously authorized this fiscal year:	0															
Total amount authorized after this legislative action:	\$5,000															
Amount budgeted for this item * (including transfers):	\$5,000															
Source of funding (name of fund) and account code number:																
<b>From Acct:</b> 001-1001-55010 General Fund – Executive’s Office – Regular Salaries	<b>From Amount</b> \$5,000															
<b>To Acct:</b> 001-1001-56790 General Fund – Executive’s Office – Other Contractual Services	<b>From Amount</b> \$5,000															
PRIOR LEGISLATION	Prior ordinances and (date): _____ Prior resolutions and (date): _____															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Miriam N. Hennosy, Executive Assistant, 816-881-3329															
REQUEST SUMMARY	This agreement would allow Jackson County to provide the City of Levasy up to \$5,000 in direct financial assistance to cover the costs of the removal of trash and debris caused by the recent flooding. In exchange for the funding, the City of Levasy shall engage a third-party trash service who will be responsible with collecting and removing the debris. In addition, to the best of their ability, the city shall make the relief available to residents of unincorporated Jackson County that were similarly impacted by the flooding. For example, if they rent dumpsters, they should also make those dumpsters available to those in the unincorporated surrounding areas. Finally, if any of the costs associated with these efforts are eventually covered by either insurance or state/federal aid, the City is responsible for reimbursing the County accordingly.															
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)															
COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals															
ATTACHMENTS																
REVIEW	<table border="1"> <tr> <td>Department Director: </td><td>Date: 7/10/2019</td></tr> <tr> <td>Finance (Budget Approval): If applicable </td><td>Date: 7/6/19</td></tr> <tr> <td>Division Manager: </td><td>Date: 7/11/19</td></tr> <tr> <td>County Counselor’s Office: </td><td>Date: 7/16/19</td></tr> </table>		Department Director: 	Date: 7/10/2019	Finance (Budget Approval): If applicable 	Date: 7/6/19	Division Manager: 	Date: 7/11/19	County Counselor’s Office: 	Date: 7/16/19						
Department Director: 	Date: 7/10/2019															
Finance (Budget Approval): If applicable 	Date: 7/6/19															
Division Manager: 	Date: 7/11/19															
County Counselor’s Office: 	Date: 7/16/19															

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

### Fiscal Note:

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

PC#

Date: July 10, 2019

RES # 20198

Department / Division

### Character/Description

From

To

**001      General Fund**

1001 County Executive's Office

55010 Regular Salaries

\$ 5,000

\$ -

1001 County Executive's Office

56790 Other Contractual Services

—

5,000

\$ 5,000

\$ 5,000

Budget Officer

7/10/19

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT**, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County," and the City of Levasy, Missouri, a City of the Fourth Class of the State of Missouri, hereinafter referred to as the "the City," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESSETH:**

WHEREAS, the City has requested the County's financial and logistical assistance responding to recent flood damage; and

WHEREAS, the County's assistance is being provided under the auspices of the Kansas City Regional Public Works Mutual Aid Agreement to which the County and the City are parties, administered by the Mid-America Regional Counsel (MARC); and,

WHEREAS, this Cooperative Agreement adequately sets out the rights and obligations of the parties with regard to this matter; now therefore

In consideration of the above and foregoing, and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1) Scope of Engagement. The County and the City will cooperate to alleviate and remedy flood damage within the City and adjacent unincorporated areas of the County.

2) County's Obligation. Upon the execution of the Agreement, the County shall pay the City the sum of \$5,000.00.

3) City's Obligation. The City shall use the County funds identified in paragraph 2 above to hire a trash-removal contractor, rent dumpsters, and contract for other services that will assist the City in responding to the public health and safety needs of its citizens in dealing with flood damage. In entering into such contracts, the City shall comply with all applicable federal and state laws governing public contracts. Upon completion of the work, the City shall submit invoices to the County evidencing work completed using the County's funds. Any of the County's funds remaining upon the completion of the work shall be promptly remitted by the City to the County.

4) Services Available to Unincorporated County Residents. To the extent feasible all services contracted for by the City through the use, in whole or in part, of County funds, shall be made available to the residents of unincorporated Jackson County. For example, if the City contracts for the rental of dumpsters or similar stationary refuse disposal receptacles, residents of unincorporated Jackson County shall be entitled to dispose of flood-related refuse in such receptacles. The City shall not be required to contract for any on-site pick up of storm refuse beyond the City's city limits.

5) Reimbursement of Costs. If any of the City's costs for debris removal and/or related services are reimbursed by any federal or state agency or by insurance, the County shall be entitled to the reimbursement of its funding on a pro rata basis.

6) MARC Mutual Aid Agreement to Control. Unless specifically provided to the contrary herein, the relationship between the parties shall be governed by the MARC Regional Public Works Mutual Aid Agreement dated January 2007, to which both the County and the City are signatory. For purposes of interpreting the Mutual Aid Agreement,

the County shall be deemed "the Responding Jurisdiction," and the City shall be deemed "the Requesting Jurisdiction."

7) Entire Obligation. This Cooperative Agreement and the above-referenced MARC Mutual Aid Agreement constitute the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties have hereunto have set their hands on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_  
County Counselor

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

ATTEST:

CITY OF LEVASY

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

By \_\_\_\_\_  
Title \_\_\_\_\_



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

**A RESOLUTION** transferring \$496,475.00 within the 2019 General Fund to cover the cost of architectural services provided by BNIM for the repairs of the downtown Jackson County Courthouse, necessitated by recent water damage.

**RESOLUTION NO. 20199**, July 15, 2019

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, the County retained BNIM under an emergency declaration for professional architectural services to assist the County with remedying water damage to the basement and upper floors of the downtown courthouse; and,

WHEREAS, in order to properly restore the historic building to its previous condition, careful planning and documentation are needed to be performed prior to the bidding of any project for construction related services; and,

WHEREAS, given the knowledge and experience that BNIM obtained during this process, BNIM has been requested under a continuation of the emergency declaration to provide the next phase of services; and,

WHEREAS, the new scope of services includes, but is not limited to, the design, assessment documentation, bid specifications, and bidding services for the following disciplines: architectural interior finishes, codes, life safety, accessibility, mechanical, electrical, plumbing, IT, AV, technology, and cost estimating; and,

WHEREAS, upon this approval, BNIM has indicated a 12-15 week schedule to complete the planned scope of services and a RFP for public advertisement to complete the necessary, specified construction-related services that will proceed from BNIM's scope of services; and

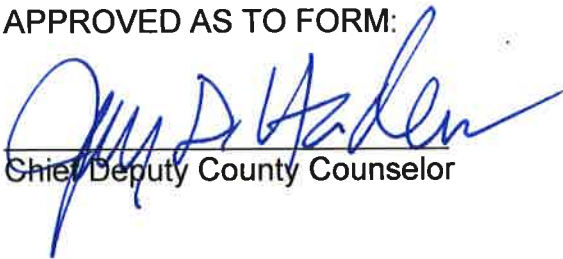
WHEREAS, a transfer is necessary to place the needed funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2019 General Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Non-Departmental General Fund 001-5101	58020-Buildings & Improvements	\$496,475	
DTCH Flood- Insurance 001-1240	56790-Other Contractual Services		\$496,475

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

I hereby certify the attached Resolution No. 20199 introduced on July 15, 2019, was duly passed on \_\_\_\_\_, 2019 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: 001 5101 58020  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Buildings & Improvements  
NOT TO EXCEED: \$496,475.00

There is a balance otherwise encumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 58020  
ACCOUNT TITLE: General Fund  
DTCH Flood-Insurance  
Other Contractual Services  
NOT TO EXCEED: \$496,475.00

7/11/19  
Date

  
Chief Administrative Officer

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19




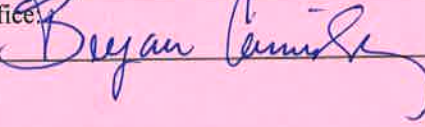
Completed by County Counselor's Office:

Res/Ord No.: 20199

Sponsor(s): Crystal Williams

Date: July 15, 2019

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: Request the transfer of funds within the General Fund in order to extend the architectural scope of services provided by BNIM for the repairs of the Jackson County Courthouse located in downtown Kansas City caused by the flood event that occurred on January 31<sup>st</sup>, 2019.</p>														
<p>BUDGET INFORMATION</p> <p><i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$496,475</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$496,475</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$496,475</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td><b>From Acct:</b> 001-5101-58020 General Fund – Non-Departmental – Buildings &amp; Improvements</td><td><b>From Amount</b> \$496,475</td></tr> <tr> <td><b>To Acct:</b> 001-1240-56790 General Fund – DTCH Flood-Insurance – Other Contractual Services</td><td><b>To Amount</b> \$496,475</td></tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____</p> <p>Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$496,475	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$496,475	Amount budgeted for this item * (including transfers):	\$496,475	Source of funding (name of fund) and account code number:		<b>From Acct:</b> 001-5101-58020 General Fund – Non-Departmental – Buildings & Improvements	<b>From Amount</b> \$496,475	<b>To Acct:</b> 001-1240-56790 General Fund – DTCH Flood-Insurance – Other Contractual Services	<b>To Amount</b> \$496,475
Amount authorized by this legislation this fiscal year:	\$496,475														
Amount previously authorized this fiscal year:	\$0														
Total amount authorized after this legislative action:	\$496,475														
Amount budgeted for this item * (including transfers):	\$496,475														
Source of funding (name of fund) and account code number:															
<b>From Acct:</b> 001-5101-58020 General Fund – Non-Departmental – Buildings & Improvements	<b>From Amount</b> \$496,475														
<b>To Acct:</b> 001-1240-56790 General Fund – DTCH Flood-Insurance – Other Contractual Services	<b>To Amount</b> \$496,475														
PRIOR LEGISLATION	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p>														
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Brian Gaddie, PE, Director of Public Works, 816-881-4496</p>														
REQUEST SUMMARY	<p>Immediately after the flood event at the downtown courthouse on January 31<sup>st</sup>, 2019, BNIM was retained under emergency declaration for professional architectural services to assist Jackson County remedy damages to the basement and upper floors of the building. In order to properly restore the historic building to its previous condition, careful planning and documentation must be performed prior to bidding the project for construction related services. Given the knowledge and experience they have obtained during this process, BNIM has been requested under continuation of the emergency declaration to provide this phase of service. The scope of services would include, but not be limited to:</p> <p>Design, Assessment, Documentation, Bid Specifications and Bidding Services for the following disciplines:  Architectural Interior Finishes, Code/Life Safety/Accessibility, Mechanical/Electrical/Plumbing, IT/AV and Technology, Cost Estimating</p> <p>Upon approval of this request, BNIM has indicated a 12-15-week schedule to complete the planned scope of services. The County will issue a RFP for public advertisement to complete the necessary specified construction related services that result from BNIM's scope of services.</p>														
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Business License Verified (Purchasing &amp; Department)</p> <p><input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>														
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals</p> <p><input type="checkbox"/> VBE Goals</p>														

ATTACHMENTS	BNIM Scope of Services, BNIM Schedule of Hours	
REVIEW	Department Director: 	Date: 7.11.19
	Finance (Budget Approval): <i>If applicable</i> 	Date: 7/11/19
	Division Manager: 	Date: 7/11/19
	County Counselor's Office: 	Date: 7/14/19

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

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

### Fiscal Note:

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

PC#

Date: July 11, 2019

RES # 20199

Department / Division		Character/Description		From	To
<b>001</b>	<b>General Fund</b>				
5101	Non-Departmental - General	58020	Buildings & Improvements	\$ 496,475	\$ -
1240	DTCH Flood - Insurance	56790	Other Contractual Services		496,475
				\$ 496,475	\$ 496,475

Budget Officer