

Request for Legislative Action

Res. #21542

Sponsor: Megan L. Marshall

Date: February 19, 2024

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21542
Sponsor(s):	Megan L. Marshall	Legislature Meeting Date:	2/19/2024

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twenty-four (24) Month Term and Supply Contract with Two (2) Twelve Month options to extend, subject to available funding, for the purchase of Floating Structures, Maintenance, Inspection and Repair Services for use by the Parks + Rec Department under the terms and conditions of Invitation to Bid No. 23-087.

Request Summary

The Parks + Rec Department requires a Term and Supply Contract for the purchase of Floating Structures, Maintenance, Inspection and Repair Services for the docks at the three full service Marinas, the South Boat Dock and several courtesy docks throughout the Park system. There are approximately 840 boat slips at these locations.

These docks require regular maintenance and repair to maintain a safe and quality experience for park patrons. Additionally, the contractor is needed for emergency repairs from storm damage and/or major repairs that require specialized equipment and/or diver services to work on the underframes. Ozark Barge was the only respondent for this bid. Ozark Barge is the incumbent Term and Supply provider and has performed well. They have been responsive in emergency situations and the quality of their work has been good.

Pursuant the Section 1054.6 of the Jackson County Code, the Purchasing Department and the Parks + Rec Department recommend the award of a Twenty-four (24) Month Term and Supply Contract with Two (2) Twelve Month options to extend, subject to available funding, to Ozark Barge & Dock Service, Inc. of Gravois Mills, Missouri, under the terms and conditions of Invitation to Bid No 23-087.

Annual Estimated Usage is \$60,000.

This award is made on a "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Contact Information

Department:	Parks + Rec	Submitted Date:	2/6/2024
Name:	Brian Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director, Parks + Rec	Phone:	816-503-4803

Budget Information

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

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20305	November 25, 2019

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	9.50%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> 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 	

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using agency places its order.

History

Submitted by Parks + Rec requestor: Brian Nowotny on 2/6/2024. Comments:

Approved by Department Approver Lisa Honn on 2/7/2024 11:27:39 AM. Comments: Approving for M Newman due to technical issue. lh

Approved by Purchasing Office Approver Craig A. Reich on 2/12/2024 10:47:27 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 2/12/2024 10:59:04 AM. Comments:

Approved by Budget Office Approver Mark Lang on 2/12/2024 1:14:47 PM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 2/12/2024 2:16:38 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/15/2024 12:23:03 PM. Comments:



JACKSON COUNTY
Parks + Rec

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

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

MEMORANDUM

TO: Craig Reich, Senior Buyer

FROM: John Johnson, Superintendent of Park Operations

DATE: February 1, 2024

SUBJECT: Term & Supply Contract No. 23-087, Floating Structure, Maintenance, Inspection and Repair

The Parks + Rec Department's recommendation is to award this contract to Ozark Barge and Dock Service of Gravois Mills, Missouri.

Ozark, as the previous T&S contractor, has provided excellent service and quality materials in the past. Ozark has a great response time for emergency repairs and has a thorough understanding of how each of Parks + Rec dock systems work at each Marina.

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



Frank White, Jr., County Executive

Jackson County Missouri Invitation to Bid No. 23-087

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A TERM AND SUPPLY CONTRACT for the furnishing of Floating Structure Maintenance, Inspection and Repair Services for use by the Parks + Rec.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage, or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents, or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 12 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☐ No ☒ Initials YH. Minimum order, if applicable\$ _____.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Charles Borg & Dock Services, Inc PHONE NO: 573-372-5501

ADDRESS: _____ FAX NO: 573-372-3672

NAME OF AUTHORIZED AGENT (print or type): Nina Gennet-Hen DATE: 1-8-24

SIGNATURE OF AUTHORIZED AGENT: Nina Gennet-Hen TITLE: Treasurer

EMAIL ADDRESS OF AUTHORIZED AGENT: Nina.Gennet-Hen@charlesborg.com

FEDERAL ID NO: 43-1470757 and/or SOCIAL SECURITY NO: _____

CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____

WOMAN OWNED (WBE): * * * * *

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: _____ DATE: _____

Name:	Nina Gennetten
Title:	Owner
Signature:	Nina Gennetten
Phone Number:	573-372-5501
Email:	kami@ozarkbarge.com

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the purchase of **FLOATING STRUCTURE MAINTENANCE, INSPECTION AND REPAIR SERVICES** for use by the PARKS + REC DEPARTMENT.
- 1.2 Term of Contract: The term of this Contract will be Twenty-Four (24) Month Term and Supply Contract with Two (2) Twelve Month options to extend, subject to available funding.
- 1.3 Floating Structure Maintenance, Inspection and Repair Services will be on an "As Needed" basis.
- 1.4 Although exact usage cannot be determined, it is estimated that the County will spend approximately \$50,000 annually on this contract.

2.0 BID REQUIREMENTS

- 2.1 A minimum of five years experience is required of the Successful Bidder in the design, manufacture, and installation of marinas and floating dock structures. Please provide a short narrative on bidder's company including the number of years in business.
- 2.2 Provide three references showing contracts held by your company, including providing the same work described in the Specifications of this Invitation to Bid for other owners. A comprehensive list of previous installation, including contact information (name, company, address, phone number and email) must be submitted with your bid response.
- 2.3 If bidder is not located in the Greater Kansas City Metropolitan Area, bidder MUST provide detailed information with their bid on how the Specification of this Invitation to Bid will be performed. Jackson County, Missouri reserves the right to determine if bidder's plan for performance is acceptable.

3.0 AWARD REQUIREMENTS

- 3.1 Performance and Labor and Materials Bond: The Successful Bidder will be required to submit to the Purchasing Department a Performance Bond and Labor and Materials bond in the amount of 100% of the contract award within Ten Business Days after notification of award. The bond must be in the form acceptable to the Director of Finance and Purchasing for Jackson County, Missouri, executed by a Surety Company authorized to do business in the State of Missouri and listed in the Federal Register. Bonds must be received by the County prior to the commencement of any work on any project.
- 3.2 Certificate of Insurance: The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of the General Conditions and Exhibit A within Ten Business Days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on any project.
- 3.3 Prevailing Hourly Wage Rates: Compliance with the Prevailing Hourly Rate of Wages of Workmen is required on any resulting Contract pursuant to Section 290.262 RSMo 1994, the Division of Labor Standards, State of Missouri. The County's Annual Wage Order from the State of Missouri is included as part of the Invitation to Bid.
 - 3.3.1 The Successful Bidder may request increase in the Hourly Wage Rates quoted during the term of this Contract only when the increase is equal to or less than the increase in the State of Missouri's Prevailing Hourly Rate of Wages for Workmen in that occupational title category. Hourly rate increase will only take effect when the Successful Bidder has provided evidence in writing of such increase to the reasonable satisfaction of the County's Purchasing Department and has received approval in writing.

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- 3.4 Project Exemption Certificate: Jackson County Missouri is an exempt entity under Section 144.02, RSMo. Upon request of the Successful Bidder, Jackson County will issue a project specific Missouri Sate Sales Tax Exemption Certificate to the Successful Bidder and their Subcontractors to be utilized during the performance of this Contract. This certificate must be requested **prior to the purchase of any materials, supplies or equipment**. Under no circumstances can this certificate be back dated to cover materials, supplies or equipment already purchased.
- 3.6 License and Permits: The Successful Bidder must provide a copy of current Missouri State Business License to the Purchasing Department within Ten Business Days after receiving Notification of Award. The copy of the Missouri State Business License must be received by the Purchasing Department prior to the commencement of any work on this Contract.
- 3.6.1 The Successful Bidders shall secure al licenses and permits required by Cities or County where work is taking place at no additional charge to the County.
- 3.7 Safety: The Successful Bidder must strictly comply with Federal, State and Local Building and Safety codes. Equipment utilized on the Contr5act must meet all Federal and State Regulation for Grounding of electrical equipment. The Successful Bidder certified that all material, equipment, processes, etc. meet OSHA, ANSI, NFPA and all other Federal and State requirements.
- 3.7.1 By submission of this bid, Bidder represent that they are familiar with all applicable regulations mentioned above and that they understand that compliance is mandatory for this Invitation to Bid.
- 3.7.2 Building Code inspections will need to be reviewed by the County representative at appropriate times during project work. Successful Bidder is responsible for arranging code inspections.
- 3.8 Site Work and Protection of Property: The Successful Bidder must protect all features of the facility and area from work in progress. The Successful Bidder will be working in a public area and must not create any safety hazards. The Successful Bidder must clean the job site daily, remove debris, and erect suitable barricades to protect the public, if necessary. Upon completion, all excess materials and trash must be removed from the facility.
- 3.9 The Successful Bidder must provide competent and thoroughly trained personnel in underwater trusses an floating structures.
- 3.10 Equipment, Tools and Fuel: The Successful Bidder shall be responsible for providing, maintaining and transporting al necessary and customary equipment, tools, and fuel needed to fulfill this Term and Supply ?Contract. The County will not be responsible for any damages to any of the Successful Bidder's equipment, tools or clotting due to loss, damage, destruction, or theft.

4.0 SPECIFICATIONS

- 4.1 Locations:
- 4.1.1 Lake Jacomo Marina, 7401 West Park Road, Blue Springs, MO 640015
- 4.1.2 Blue Springs Marina, 1700 NE Bowlin Road, Lees Summit, MO 64064
- 4.1.3 Longview Lake Marina, 9898 Longview Road, Kansas City, MO 64134
- 4.1.4 Other Docks and Floating Structures within the Jackson County< Missouri Parks + Rec Department.

4.2 Option 1: Annual Inspection;

- 4.2.1 The Successful Bidder shall provide an annual inspection of the docks and floating structures in March or April of each year (weather dependent), including all docks connections and frames above and below water, cables and winches, quick-release connections at the fuel docks and any other dock and ramp components
- 4.2.2 The Successful Bidder shall realign the marina cabling as needed at the time of inspection.
- 4.2.3 Parts to be inspected for proper performance.
- 4.2.4 Bidder shall quote a discount for parts that need replacement.
- 4.2.5 A written report of conditions shall be provided at the completion of each inspection.

4.3 Option 2: "As Needed" Repairs:

- 4.3.1 Pricing will be per hour – regular time and over time
- 4.3.2 Pricing shall remain firm throughout contract unless there is an increase in the State of Missouri
Hourly Wage Rate as detailed on the Award Requirements section of this Invitation to Bid.

- 4.3.3 Hourly Rates begin when the Successful Bidder arrives at the County job site.
- 4.3.4 For the purpose of this Term and Supply Contract, Regular Work Hours will be 7:00 AM through 4:00 PM, Monday through Friday.
- 4.3.5 There will be no additional charges for emergency services during normal business hours.
- 4.3.6 Hourly Pricing will cover all labor and travel.
- 4.3.7 Bidder shall quote a discount for parts required on repairs.
- 4.3.8 There will be no Fuel Surcharge or Fuel Adjustment on the Term and Supply Contract.

4.4 Option 3 – Flotation, Dock Finger, Bumper and Equipment Replacement

- 4.4.1 Flotation Repair / Replacement: Remove and dispose of the existing flotation, including white Styrofoam flotation and hardware, and install the specified encapsulated flotation devices on covered and uncovered dock fingers as needed
- 4.4.2 Dock Finger Repair/Replacement: Remove and dispose of the existing dock fingers including the white Styrofoam flotation and hardware cloth and install the specified replacement dock finger with encapsulated flotation devices as needed
- 4.4.3 Cabling Repair/Replacement: Adjust underwater cabling and replace cables or cable hardware as needed on floating structures. Provide as-built drawings for any modified cabling applications, including modified hardware or anchors

4.4.4 Bumpers and other components and hardware: Remove and dispose of the existing dock bumper materials and hardware components and install the required replacement materials on covered and uncovered dock fingers as needed

4.4.5 Materials and Construction Specifications:

4.4.5.1 Sub-Structural Steel Frames

4.4.5.1.1 Sub-structural steel frames shall be all welded trusses made from angles, rounds and straps, or structural steel shapes of sufficient size and strength to withstand design stress. Main member shall not be less than 1 ½ inch x 1 ½ inch x 3/16 inch angle after fabrication. Truss depth shall not be less than 12 inch cross bracing 3/8 inch rods. Frames and box trusses that are welded shall be hot dip galvanized with a 2 ounce coating after fabrication.

4.4.5.1.2 Sub-structural steel shall conform to ASTM-A-26M. The steel frame shall be designed for field connection with high strength galvanized bolts, shear plates, and corner angles. Field welding of galvanized metals will not be allowed.

4.4.5.2 Connections

4.4.5.2.1 All bolts for connecting sub-structural frame members shall be a minimum of ¼ inch diameter as shown on plans. All frame members shall be factory punched or drilled prior to galvanizing with round holes which are 1/16 inch greater than the bolt for that hole. Slotted or elongated holes are not permitted.

4.4.5.2.2 All Ferrous materials, whether classified or structural members shall be hot dipped galvanized with a 2 ounce coating after fabrication.

4.4.5.3 Floatation

4.4.5.3.1 Flotation units shall be rota-molded low density polyethylene shell formed in place polystyrene flotation. Flotation shall be manufactured by Shoremaster Manufacturing or equivalent with a Twelve (12) Year Manufacturer's Warranty.

4.4.5.3.2 The polyethylene shall conform to the following properties:

PROPERTIES	ASTM	UNITS	TYPICAL UNITS
Density	D-1505	g/cc	0.957
Melt Index (190c / 121.6kg)	D-1237	-	5.0
ESCR (100/gelpad, F-90)	D-1693(B)	Hrs.	1000
Tensile Strength at yield, 2"/min	D-638	Psi	2600
Flexural Modules (1% Secant)	D-790	Psi	75,600
Low Temperature Impact	ARM-STD-40F	Ft-lbs.	51
Brittleness Temperature	D-746	o deg. C	-90
Heat Distortion Temperature	D-648	o deg. C	63

4.4.5.3.3 Expanded Polystyrene: All Shoremaster floats are filled with expanded polystyrene (EPS) beads. The EPS foam has a 0.9 to 1.2 pound per cubic foot density with water absorption not to exceed 2.0 pounds per cubic foot as determined in accordance with the Hunt absorptions test.

- 4.4.5.3.4 The EPS must meet Underwriters Laboratory fire resistance standards UL723 and UL1975. The EPS contents will also conform to ASTM C-578 and ASTM E84 and the following properties

PROPERTIES	ASTMTEST	UNITS	VALUE
Density	C-303	Min lb/fts	0.90
Thermal Resistance	C-177 or C-518	Min R for 1" thickness	
(at 25° F (-S.9° C)			4.20
25° F (-S.9°)	C-158		4.00
25° F (-S.9°)			S.60
25° F (-3.9°			3.25
Compressive resistance at Yield or 10% Deformation	D-1621	Min PSI	10.0
Flexural Strength	C-20s	Min PSI	25.0
Water Vapor Permeability	E-96	Max perm-in	5.0
Water Absorption	C-272	& by Vol Max	4.0
Dimensional Stability		Max %	2.0
Oxygen Index	D-2863	Min %	24.0
Coefficient of Thermal Expansion	D-696	In /i n/ ° F	0.000035
Flash Ignition Temperature	D-1929	OF	824
Auto Ignition Temperature	D-1929	OF	896
BTU Content	NF PA259	BT U/ lb.	17,245

- 4.4.5.3.5 Flotation units must be attached to the bottom of the frames with manufacturer supplied J bolts, washers, and lock nuts. NO new holes in sub-structure. The Successful Bidder shall determine size and placement to achieve desired freeboard.
- 4.4.5.3.6 Properties of the flotation shall conform to Federal Specifications HHL -005575.
- 4.4.5.3.7 The manufacturer shall also guarantee in writing prior to acceptance, buoyance for a period of two (2) years from final acceptance, and to replace without cost to the County any flotation which fails to maintain required buoyancy and uniform freeboard.

4.4.5.4 Assembly:

- 4.4.5.4.1 The Successful Bidder shall be responsible for maintenance and protection of all materials to be installed while at the site. Responsibility for the materials shall remain with eh Successful Bidder until acceptance by the County.
- 4.4.5.4.2 The Successful Bidder shall protect all buildings parts and adjacent improvements (parking lots, landscape features and trees) from work in progress. The Successful Bidder will be working in public areas and shall not create any safety hazards . The Successful Bidder shall clean the job site daily, remove debris, and erect suitable barricades to protect the public if necessary. Upon completion, all excess materials and trash shall be removed.

4.4.5.5 Installation:

4.4.5.5.1 Flotation

- 4.4.5.5.1.1 The existing white Styrofoam and hardware cloth on dock fingers shall be removed and disposed of The new specified flotation shall be installed per manufacturer specifications. The desired freeboard is twenty-one to twenty-two inches.

4.4.5.5.1.2 Design Loads

4.4.5.5.1.2.1 Vertical Loads

4.4.5.5.1.2.1.1 Dead loads shall consist of the entire weight of the floating structure, including utilities, and walkway ends, and other accessories and appurtenances.

4.4.5.5.1.2.1.2 Deck surface and structural frame live load shall be equal to 50PSF applied to the full surface area of the deck.

4.4.5.5.1.2.1.3 Substructure designed (Ultimate Strength) to support full live load across a thirty (30 foot span.

4.4.5.5.1.2.1.4 Flotation shall be designed to support the dead load plus 50PSF live load applied to the full area of the deck surface.

4.4.5.5.1.2.1.5 The roof live load capacity shall be 11.5 PSF

4.4.5.5.1.2.2 Horizontal Loads

4.4.5.5.1.2.2.1.1 A uniform horizontal wind loading from any direction shall be calculated as 20 PSF on all projected surfaces, assuming 100 percent boat occupancy.

4.4.5.5.1.2.2.1.2 A horizontal load due to impact on a finger shall be the result of the largest berthed craft normally using the adjacent slip striking the end of ten degree off the centerline of the finger dock.

4.4.5.5.1.2.2.1.3 Special Loading: The floating structures shall be designed to resist a 400 pound vertical point load at any point on the finger dock or main dock without violation of the freeboard or torsion design requirements.

4.4.5.6 Extruded Rubber Dock Bumpers: The Successful Bidder shall provide and install Extrude Dock Bumpers or comparable as needed:

Extruded Dock Bumpers, Model E Specifications:

Model:	E1 ½ inch (38.1mm)
A Thickness:	1-1/2 inches
B Height:	8 inches
Length:	Up to 10 feet

Bolt Size:	3/8 inch x 3 inch
Weight per Foot:	6.5 pounds
Color:	Black

Material/Thickness: Made of solid rubber for medium and heavy-duty protection. All extruded bumpers must have impact resistance (ASTM 2632) of 75% with a durometer reading of 70 (plus or minus of 5) . Installation - Anchor bolts easily installed through pre-drilled holes onto dock.

4.4.5.7 Poly Dock Bumpers: The Successful Bidder shall provide and install Polyethylene Bear Boards, or comparable, with a board composition of recycled HDPE Plastic (or at least 50% post-consumer recycled plastic: no PVC). Solid, consistent colors shall be specified on interior and exterior of boards, meeting the following overall specifications:

PROPERTIES	ASTM TEST RESULTS
Compressive Strength (psi) at 2.5% Strain	1287
Flexural Strength (psi) at 3% Strain	1200
Shear Strength	1440
Compressive Modulus (psi)	62600
Flexural Modulus (psi)	61700
Specific Gravity	0.694
Density (/cfs)	0.692
Density (lbs./cfs)	43.2
Nail Withdrawal (ibf)	184
Screw Withdrawal (ibf)	360
Linear Thermal Expansion (in/in) F	0.000044

4.4.5.8 Quality Assurance

4.4.5.8.1 All finished metallic structural members shall be free from twists, bends, distortion and open joints. All exposed metallic construction shall be free of sharp edges and burrs. Ends and edges of exposed metallic members shall be rounded or beveled. All coping and mitering shall be done with care. Projecting materials and burrs which would prevent bearing

of the various members on each other shall be removed.

4.4.5.8.2 All Welding shall conform to the requirements of the American Welding Society. Welds shall be solid and homogenous part of the metal joined and shall be free from pits, scale and splatters and shall be full areas and length required to develop the required strength for the intended use.

4.4.5.8.3 All bolts, nuts and washer shall be set square with connecting structural members and the nuts shall be drawn up tight. Lock washer or other devises shall be used to prevent nuts from loosening after being properly installed.

4.4.5.9 Warranty:

4.4.5.9.1 Floating Structure Warranty: The manufacturer shall warrant this marine installation to be free from defects in materials and workmanship under normal use and service. AT any time within two (2) years form the date of completion, manufacturer will furnish and replace, without cost to the County, any part, assembly or portion thereof which examination shall disclose to be defective.

4.4.5.9.2 The Guarantee Period Shall be for a period of two (2) years from the date on which the completed work is turned over to and accepted by the County.

4.4.5.1 Applicable Standards:

- 4.4.5.1.1 Uniform Building Code
- 4.4.5.1.2 American Welding Society "Standard Code for Arc and Gas Welding in Building Construction"
- 4.4.5.1.3 American Society for Testing Materials

5.0 PURCHASE ORDERS

5.1 If awarded a Contract as a result of this bid, the Successful Contractor must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

5.1.2 Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract.

5.1.3 Purchase Orders showing actual line items may be issued against this Contract.

6.0 PRICING, BILLING, and INVOICING

6.1 Pricing: Prices on labor rates, fees and parts are to be firm and fixed for the period of the contract. Prices will be based on percentage mark-up on Materials and Parts

6.1.1 Percentage of mark up shall remain firm during the term of this contract and its extensions

6.1.2 Price Increases: Price increases on labor and repair rates will be accepted during the term of the contract **only under the following circumstances:**

6.1.2.1 Price increases apply to the general public

6.1.2.2 Stated in writing, with back up documentation by the Successful Contractor to the Purchasing Department.

6.1.2.3 No price increases allowed during the first six (6) months of any resulting contract.

6.1.3 Billing

6.1.3.1 Hourly Rates billed shall begin when the Successful Contractor's employee begins work on County-Owned Property

6.1.3.2 Stop Work Order: The County reserves the right to order all work stop (cease) on a work order, if necessary. At such time a cease work order is issued, the County will be obligated only for work performed up to the issuance of the stop work order, and only if the work was approved prior to the time the cease work order was issued.

6.1.3.3 Fuel Surcharges: NO FUEL SURCHARGES allowed during the term of this contract or any of its extensions. The Successful Contractor will not bill Jackson County for any fuel surcharges throughout the term of this contract and any of its extensions.

6.1.4 Invoicing: A fully itemized invoice must be submitted.

6.1.4.1 All invoices must contain a complete itemized detail of the following:

6.1.4.1.1 Repairs

6.1.4.1.2 Parts or Materials Used

6.1.4.1.3 Labor Hours

6.1.4.1.4 Hourly Labor Rate

6.1.4.2 Labor rates on each service will be separated and listed on the invoice.

7.0 REQUIRED SUBMITTALS

7.1 The following information MUST BE submitted with your response to this Invitation to Bid:

7.1.1 Contractor's Signature Portion

- 7.1.2 Affidavit
- 7.1.3 Certificate of Compliance
- 7.1.4 Acknowledgement of Receipt of Addenda
- 7.1.5 Pricing Sheet
- 7.1.6 Exhibit F, Bidder's Exceptions

- 7.2 Submission of Bids: Bids must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.

8.0 EVALUATION PROCESS

- 8.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated.
- 8.2 An Evaluation Committee, made up of Jackson County personnel, will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Invitation to Bid and its decision shall be final.

9.0 QUESTIONS

- 9.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on [REDACTED].
- 9.2 All questions will be answered via Addenda/Amendment to the Invitation to Bid on the Bonfire Portal.
- 9.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents MAY NOT contact any other County employees regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Respondent's submission.
- 9.4 System Support for Bidders/Respondents: Click on "Technical Support" in the Procurement Portal.

10.0 POST AWARD INFORMATION

- 10.1 Award information, when available, will be publicly posted in the Bonfire Portal.

Company:

Ozarks Barge & Dock Service Inc.

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

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

Contractor Modification Form:

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

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

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

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

Respondent Primary Contact: Ozerko Borge + Dock Services LLC (Nina Benoit)
Title: Treasurer Email: Ramie@ozerkoborge.com
Date: 1-8-2024 Phone: 573-372-5501

Subscribed and sworn to before me this 8 day of January, 2024

My Commission Expires: June 28, 2026

[Signature]

Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

	Item Name	Quantity	Unit Price	% Off	Hourly Rate
1	Lake Jacomo Marina Annual Inspection	1	\$ 1,500.00		\$ 200.00
2	Blue Springs Marina Annual Inspection	1	\$ 1,500.00		\$ 200.00
3	Longview Lake Marina Annual Inspection	1	\$ 1,500.00		\$ 200.00
4	2 ft X 20 Ft fingers (flotation replacement)	1	\$ 2,100.00	10%	
5	2 ft X 24 ft fingers (flotation replacement)	1	\$ 2,400.00	10%	
6	2 ft X 28 ft fingers (flotation replacement)	1	\$ 2,700.00	10%	
7	2 ft X 20 Ft fingers (dock finger replacement)	1	\$ 5,100.00	10%	
8	2 ft X 24 ft fingers (dock finger replacement)	1	\$ 5,700.00	10%	
9	2 ft X 28 ft fingers (dock finger replacement)	1	\$ 6,300.00	10%	
10	Overtime Hourly Rate for Repairs				\$ 300.00
11	Regular Hourly Rate for Repairs				\$ 200.00
12	Hourly Rate for Underwater Inspection 'as needed'				\$ 450.00
13	Extruded Rubber Dock Bumper Replacement	1	\$ 24.80	10%	
14	Poly Dock Bumper Replacement	1	\$ 15.80	10%	
15	Percentage Mark up on Materials and Parts		20%		
16	Percentage Mark up on Other Equipment		20%		



OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

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

JACKSON COUNTY, MISSOURI CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 23-087
Bid/RFP/RFQ Title: Floating Structure Maintenance, Inspection and Repair Services
Contracting Department: Parks + Rec
Respondent: _____

I, NINA Gennetten, 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 Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0 % MBE % WBE % VBE

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

 % MBE % WBE % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

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.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ CUP APPROVED: _____

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE

RES/ORD: _____ AMT AWARDED: _____

NOTES:

MBE SUBCONTRACTORS

BIDDER'S EXCEPTIONS TO SPECIFICATIONS OF

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

[illegible]

Signature of Bidder: Mica Bennett

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Morgan)

Nina Gennetten of the city of Gravois Mills
County of Morgan State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the Treasurer/CEO (Title of Affiant) of OZARKS Barge + Dock (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

OZARKS Barge + Dock Service (Name of Bidder)

By: Nina Gennetten (Signature of Affiant)

Treasurer CEO (Title of Affiant)

Subscribed and sworn to before me this 8 day of January, 2024

[Signature]
NOTARY PUBLIC in and for the County of Morgan (SEAL)

State of Missouri

My Commission Expires: June 28, 2026

KAYLA M. HOFFECKER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 28, 2026
MORGAN COUNTY
COMMISSION #22070977

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 0 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

Neva Gennetten
Signature of Respondent

1-8-24
Date

Ozarks Barge + Dock Service
Company Name

P.O. Box 140
Address

Gravies Mills, Mo 65037
City, State, and Zip

573-372-5501
Phone



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

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

GENERAL CONTRACTOR
GOOD FAITH EFFORTS CHECKLIST

General Contractor: Ozark Barge Dock Service Project: 23-087
Representative: Steve Gennett Title: President
Phone: 573-372-5501 Email: Steve@ozarkbarge.com

When required by the Compliance Review Office (CRO), the General Contractor must complete this checklist within the time frame provided. Check one or more of the following, documentation evidencing each checked item must be provided.

1. NA Requested in writing, assistance of the Compliance Review Office with respect to efforts to promote the utilization of MBE/WBEs and acted upon the CRO's recommendations. Other appropriate organizations may be used to identify qualified M/WBE's. (County Code Section 645.6)
2. NA Solicited in writing proposals from certified MBE/WBEs in sufficient time to allow MBE and WBE firms to participate effectively (in any event no later than 15 calendar days prior to the utilization of any Vendor or Construction Services for each project, setting forth in sufficient detail a description of the Project, identification of the vendor or contractor, the amount and scope of work to be performed, and the time frame of performance, so that meaningful proposals may be submitted sufficiently in advance to be considered prior to awarding contracts. (County Code Section 645.1)
3. NA Advertised in Minority/Women's Trade Association Newsletters and/or minority owned media in sufficient time to allow MBE and WBE firms to participate effectively (in any event no later than at least 15 calendar days prior to the utilization of any Vendor or Construction Services for each Project, identifying specific opportunities at least equal to the Utilization Goal for MBE/WBE utilization specified for the contract and maintained a log or copies of such ads showing the date of publication and identifying the publication. (County Code Section 645.1)
4. NA Adequately segmented the work in the bid or request for proposal documents or any other communication or publication intended to solicit Vendors or Construction Services for the Project to be subcontracted to the extent consistent with the size and capability of MBE/WBE firms so that reasonable subcontracting opportunities exist. (County Code Section 645.2)
5. NA Notified in writing Minority/Women Contractor Associations, community organizations, Contractors' groups, government sponsored Minority and women business assistance offices and other appropriate organizations to provide assistance in the recruitment and placement of M/WBE firms. Notification to these organizations should occur at least 15 calendar days prior to the unitization of vendors or Construction services for each Project to include the availability of specific opportunities, at least equal to the Utilization Goals given to M/WBE as provided in the Jackson County Code Section 645.6.
6. Yes Conferred with qualified, certified MBE's and WBE's and explained the work for which their bids or proposals were solicited.
7. Yes The bidder has made efforts to assist M/WBE's with bonding, insurance or line of credit, where appropriate. (County Code Section 645.4) Clymore Trucking - 816-252-5588 (WBE)
8. NA Assisted M/WBE contractors in obtaining necessary equipment, supplies, and materials, where appropriate. (County Code Section 645.5)

9. Yes Made telephone calls to MBE/WBE contractors or vendors and log, including date, time, name of person talked to, and subject of discussion. (County Code Section 645.3)
10. Clymore Trucking Conducted good faith negotiations, as determined by the CRO, with those MBE/WBE firms from whom proposals were received in an effort to reach a mutually acceptable agreement. (County Code Section 645.3)

Documentation in support thereof may include:

- a. Copies of solicitation letters
- b. Bid price of MBE/WBE No one I called had experience on docks
- c. Bid price of non-MBE/WBE bidder
- d. Reason for non-selection of the MBE/WBE bidder.

WBE Clymore Trucking 530 S. 29th Hwy, Lindber Mo
Debbie

Subscribed and sworn to before me this 8 day of January, 2024

State of Missouri County of Morgan

My Commission Expires: June 28, 2026

Notary Public

(Attach official seal if applicable)

KAYLA M. HOFFECKER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSION EXPIRES JUNE 28, 2026
MORGAN COUNTY
COMMISSION #22070977

Please submit Checklist and attached documentation by required deadline to: CRO@jacksongov.org.

Compliance Review Office
Jackson County Auditor's Office
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64108
Ph. 816-881-3302
Fax: 816-881-1223

I went through the list of MBE, none had any experience in dock work. Also because this was a bid where they would be called in a repair, with out giving them a date. They could not give me a answer if they could do job