

Request for Legislative Action

Res. No.: 20800
Sponsor: Tony Miller
Date: November 1, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20800
Sponsor(s):	Tony Miller	Legislature Meeting Date:	11/1/2021

Introduction

Action Items: ['Award']

Project/Title:

A Resolution Awarding a contract for floatation and dock replacement at the Jacomo, Blue Springs, and Longview marinas for use by the Parks + Rec Department to Ozark Barge and Dock Service of Gravois Mills, MO under the terms and conditions of Request for Proposals No. 44-21, at an actual cost to the County not to exceed \$1,627,595.

Request Summary

A total of thirteen notifications were distributed for RFP No. 44-21, with two responses recieved. One response was rejected due to non-compliance. The scope of work for the project includes replacement of underwater floatation on docks and marinas at Blue Springs, Jacomo, and Longview Lakes, and replacment of docks at the Lake Jacomo South Boat Dock. This project is a priority in the Parks Department's Five Year Capital Improvment Plan. Funds are available in the Department's 2021 Park Fund Budget 003-1608-58060 (\$1,292,595) and Enterprise Fund Budget 003-1608-58060 (\$335,000). This Legislative request is made consistent with Chapter 10, including Section 1054.6, as a competitively bid contract to be awarded to the lowest and best responder.

Contact Information

Department:	Parks + Rec	Submitted Date:	10/11/2021
Name:	Brian P. Nowotny	Email:	BPNowotny@jacksongov.org
Title:	Deputy Director Park Operations	Phone:	816-503-4803

Budget Information

Amount authorized by this legislation this fiscal year:	\$1,627,595
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$1,627,595
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
003 (Park Fund)	1608 (Construction Services)	58060 (Other Improvements)	\$1,292,595
300 (Park Enterprise Fund)	1608 (Construction Services)	58060 (Other Improvements)	\$335,000

Request for Legislative Action

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

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

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	.00%
Prevailing Wage	
Construction projects over \$75000	['Separate bid']

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

Request for Legislative Action

History

Brian P. Nowotny at 10/11/2021 1:23:47 PM - [Submitted |]
Department Director: Michele Newman at 10/11/2021 3:04:22 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/11/2021 3:36:25 PM - [Approved |]
Compliance: Katie M. Bartle at 10/12/2021 9:24:49 AM - [Approved | eRLA 273]
Finance (Budget): Mark Lang at 10/12/2021 1:20:34 PM - [Approved | The fiscal note has been attached.]
Executive: Sylvya Stevenson at 10/12/2021 1:36:51 PM - [Approved |]
Legal: Elizabeth Freeland at 10/13/2021 8:30:01 AM - [Returned for more information | Please change annual to actual. Thanks!]
Submitter: Brian P. Nowotny at 10/13/2021 11:28:13 AM - [Submitted | Title updated.]
Department Director: Michele Newman at 10/13/2021 5:11:22 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/14/2021 10:55:41 AM - [Approved |]
Compliance: Katie M. Bartle at 10/14/2021 12:54:34 PM - [Approved |]
Finance (Budget): Mary Rasmussen at 10/15/2021 11:46:04 AM - [Approved |]
Executive: Troy Schulte at 10/15/2021 12:48:19 PM - [Approved |]
Legal: Elizabeth Freeland at 10/19/2021 1:59:28 PM - [Returned for more information | Please include Chapter 10 justification in the request summary. Thx!]
Submitter: Brian P. Nowotny at 10/19/2021 2:16:11 PM - [Submitted | Chapter 10 references included.]
Department Director: Michele Newman at 10/19/2021 2:31:12 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 10/20/2021 9:08:03 AM - [Approved |]
Compliance: Katie M. Bartle at 10/20/2021 9:26:03 AM - [Approved |]
Finance (Budget): Mark Lang at 10/21/2021 11:16:07 AM - [Approved |]
Executive: Troy Schulte at 10/22/2021 11:43:25 AM - [Approved |]
Legal: Elizabeth Freeland at 10/27/2021 3:59:47 PM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# 160821006 000

Date: October 12, 2021

RES # 20800
eRLA ID #: 273

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
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003 Park Fund

<u>1608 Construction Services</u>	<u>58060 Other Improvements</u>	<u>\$ 1,292,595</u>
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\$ 1,292,595

300 Park Enterprise Fund

<u>1608 Construction Services</u>	<u>58060 Other Improvements</u>	<u>\$ 335,000</u>
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\$ 335,000

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\$ 1,627,595

APPROVED

By Mark Lang at 1:19 pm, Oct 12, 2021

Budget Office

Request for Proposal No. 44-21

Flotation & Dock Replacement
Opens: 2:00 PM, CDT on 9/7/2021

Ozark Barge and Dock Gravois Mills.

Maricorpus
shell knob,
MO

[illegible]

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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: Barbara Casamento, Purchasing Administrator

FROM: Brian Nowotny, Deputy Director Park Operations
Dianne Kimzey, Deputy Director Enterprise Operation

DATE: September 30, 2021

SUBJECT: Recommendation – Request for Proposals No. 44-21, Dock & Floatation Replacement

Parks + Rec recommends award of the proposal for all scopes of work for the Dock & Floatation Replacement Project to the lowest and best responder, Ozark Barge and Dock of Gravois Mills, Missouri. Parks + Rec has extensive experience working with Ozark, who has consistently done good work for the Department.

Funding for this project has been included in the 2021 Parks + Rec Budget, 003-1608-58060 and 300-1608-58060.

The Evaluation Scoring Sheet is attached for your review. Thank you for your assistance with this important project for Parks + Rec, and please do not hesitate to contact us if you should have any questions regarding this recommendation.



Frank White Jr., County Executive



RFP Number: 44-21

RFP Name: Dock & Floatation Replacement

Dept. Name: Parks + Rec

Respondents

Evaluation Criteria: Ozark Barge & Dock	Maximum Points	Panelist 1	Panelist 2	Panelist 3
Responsiveness to Request for Proposal**	10	5	5	5
Products/Services Proposed	30	26	25	27
Respondent's Qualifications and Experience	20	20	20	20
References	10	9	8	7
Pricing	30	24	25	26
Total	100	84	83	85

Respondents

Evaluation Criteria: MariCorp, Inc.	Maximum Points	Panelist 1	Panelist 2	Panelist 3
Responsiveness to Request for Proposal**	10	8	8	8
Products/Services Proposed	30	n/a	n/a	n/a
Respondent's Qualifications and Experience	20	n/a	n/a	n/a
References	10	n/a	n/a	n/a
Pricing	30	n/a	n/a	n/a
Total	100	8	8	8

** Scored by Purchasing Department

Note: MariCorp Proposal did not provide CUP information, and therefore was not complete and not scored

9.0 QUOTATION

- 9.1 Pricing is to be FOB DESTINATION ONLY. The Successful Respondent pays all shipping charges.
- 9.2 The Undersigned Respondent hereby proposes to perform all work as outlined in the Request for Proposal and Scope of Services as necessary and incidental to the completion of Flotation and Dock Replacement at the Longview Marina, Blue Springs Marina, and Lake Jacomo South Boat Dock for the total sums listed below:

Description	Price
Performance Scope # 1	
Longview Marina Dock A (Main "T" Walkway)	\$ 121,210.00
Longview Marina Dock E (Main Walkway)	\$ 36,573.00
Longview Marina Dock G (Main Walkway)	\$ 40,812.00
Blue Springs Marina Platform # 2	\$ 30,140.00
Blue Springs Marina Dock B	\$ 21,670.00
Blue Springs Marina Dock C	\$ 21,670.00
Blue Springs Marina Dock F	\$ 76,450.00
Force Account (as needed contingency)	\$10,000.00
Total of All Scopes of Work	\$ 358,525.00
Performance Scope # 2	
Blue Springs Marina Retail Store & Front Patio	\$ 385,000.00
Force Account (as needed contingency)	\$10,000.00
Total of All Scopes of Work	\$ 395,000.00
Performance Scope # 3	
Lake Jacomo SBD Dock E	\$ 454,000.00
Lake Jacomo SBD Dock F	\$ 384,000.00
Lake Jacomo SBD Courtesy Dock	\$ 26,070.00
Force Account (as needed contingency)	\$10,000.00
Total of All Scopes of Work	\$ 874,070.00
Alternative # 1 (Alternative Bumpering, increase or decrease to base bid)	\$ N/A

Company Name	Ozark Barge & Dock
Company Address	13727 P Road / PO Box 140
Company City, State and Zip Code	Gravois Mills, Mo. 65037
Authorized Officer Name	Steve Gennetten, Nina Gennetten
Authorized Officer Title	President, Treasurer
Phone Number	573-372-5501
Email Address	Steve@ozarkbarge.com nina@ozarkbarge.com

Established in 1988 by Gene Gennetten

CONTRACT

NAME:		JOB NO:	
MAILING ADDRESS:			
CITY, STATE, ZIP:			
PHONE NO:	PHONE:		
LAKE LOCATION:	COUNTY:		
EMAIL:		TODAYS DATE:	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

[illegible]

Respectfully Submitted: **Steve Gennetten**

Per:

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date _____

Signature

INVOICES NOT PAID WITHIN 30 DAYS WILL HAVE 1 1/2% INTEREST ADDED.

OZARKS BARGE & DOCK SERVICE, INC.

P.O. Box 140 • Gravois Mills, MO 65037

573-372-5501 • fax: 573-372-3672

www.ozarkbarge.com • Email: ninag@socket.net

CUSTOMER WORK

ORDERED BY	0	HOME PHONE	0
ADDRESS	0	LAKE PHONE	0
CITY, ST., ZIP	0	LAKE COUNTY	0
EMAIL	0	LAKE ADDRESS	0

This contract, made and entered into on this day January-0, 20 21 by and between Ozarks Barge & Dock Service, Inc., and the above named buyer, for the consideration of \$0.00 total price, including sales tax Ozarks Barge & Dock Service, Inc. does hereby agree to furnish to the buyer the materials and/or labor and materials, specified on the reverse of this contract, within the time specified on page one, withstanding strikes by the manufacturer or truck lines, or delays caused by acts of God or inclement weather conditions, or other conditions not in the control of Ozarks Barge & Dock Service, Inc.

Products—Whether repair or new are hereafter known as Docks, Boat Hoist, and etc.

It is understood by both parties the following terms and conditions are a part of this contract, and are agreed to by both parties:

- 1 All prices quoted are F.O.B. Ozarks Barge & Dock Service, Inc.'s business location at 13727 Highway P, Gravois Mills, MO 65037, unless otherwise stated on the reverse side under "delivery".
- 2 All terms are cash, due on the dates specified on page one of this contract, and upon receipt of the final payment of balance due, Ozarks Barge & Dock Service, Inc. agrees to warrant the buyer against all claims by materials suppliers. Buyer further agrees to pay interest on all amounts that are not paid as agreed on the reverse side of this contract at the rate of 1.5% per month. If this account is collected by a collection agency or an attorney, by suit or otherwise, buyer agrees to pay all collection fees and/or attorney's fees and cost of collection. Terms if not otherwise specified are net 30 days. Inasmuch as any loss arising from a breach of this agreement would be difficult to determine, it is agreed that in the event buyer fails to comply with the terms hereof, buyer shall not receive back any amounts paid to date to Ozarks Barge & Dock Service, Inc., and the same shall be paid to Ozarks Barge & Dock Service, Inc. by buyer and accepted by Ozarks Barge & Dock Service, Inc., as and for liquidated damages for such injury and damages as Ozarks Barge & Dock Service, Inc., may suffer by reason of the non-performance of this contract on the part of the buyer.
- 3 Title to the dock shall remain in Ozarks Barge & Dock Service, Inc., until such time as final payment is made, and if payment is not received as when indicated on page one of this contract as being due, then Ozarks Barge & Dock Service, Inc., shall retain the right as owner of the dock to remove the dock from whatever location, to a location deemed necessary by Ozarks Barge & Dock Service, Inc., for safe keeping, and if such movement is made due to payment not being made as agreed, the buyer hereby agrees to reimburse Ozarks Barge & Dock Service, Inc., for such movement at the rate of \$75.00 per mile to and from the buyer's location, and for any other expenses incurred as a result of this movement of the dock.
- 4 Disclaimer of Warranties. All material and goods not manufactured or designed by seller shall receive only such warranty, if any, as given by the manufacturer thereof. THERE ARE NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED, (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY EXCLUDED HEREUNDER). IN ANY EVENT BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE RIGHT TO REQUIRE SELLER TO REPAIR, OR AT SELLER'S OPTION TO REPLACE ANY DEFECTIVE MATERIAL. In the event that repair or replacement is an ineffective remedy, buyer's sole and exclusive additional remedy is the right to recover the amount paid to seller hereunder. Under no circumstances shall buyer be entitled to any incidental or consequential damages as defined by the Uniform Commercial Code or to any damages caused by wind, waves, ice, storm or any other weather condition. **2 FULL YEARS PARTS & LABOR**
- 5 Installation. Buyer shall be solely responsible at its cost for the installation and erection of all lifts purchased hereunder. Although seller may in some cases provide a serviceman, data and drawings to aid buyer with startup or installation, seller assumes no responsibility for startup or installation of the goods and disclaims any express or implied warranties with respect to such startup or installation. Whether or not data and drawings are provided or a serviceman aids in the installation, buyer shall indemnify and hold seller harmless from all claims, demands, or legal proceedings (including the costs, expenses and reasonable attorneys attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against seller in connection with damage or personal injury arising out of said startup or installation.
- 6 Ozarks Barge & Dock Service, Inc. will obtain the dock permit and will make sure the dock is in the proper location. The buyer will be responsible for the dock permit fees.
- 7 Buyer is responsible for the preparation of the site on which the dock is to be placed, and hire all necessary parties to determine that the site is adequate and structurally able to hold the dock. Ozarks Barge & Dock Service, Inc. agrees to provide any and all information regarding the dock necessary to determine the adequateness of the site.

Ozarks Barge & Dock Service, Inc.

By:

Seller

Buyer

Buyer

Please make all checks payable to: OZARKS BARGE & DOCK SERVICE, INC.