



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION

Monday, October 07, 2024 at 6:15 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS


- [1.](#) Sewer, Utility & Drainage Easement abandonment request in Trail Ridge III Subdivision
2. Results of the 2024 Employee Wage, Salary, and Benefits Survey
- [3.](#) East Jackson Boulevard Roadway Lighting Project – construction phase engineering services proposal
- [4.](#) Amendment 8 to Task Order No. 19-04 for the Water System Facility Plan Implementation Project, Phase 2
- [5.](#) Independence Day Fireworks Display Program – bid tabulation
- [6.](#) Lower Tennis Court Repair and Resurfacing Project – bid tabulation
- [7.](#) Soccer Park Vending Services Program – bid tabulation
- [8.](#) Independent contractor agreement for Youth Sports Officials
9. Discussion of previously tabled items (unspecified)
10. Additional items (unspecified)

Posted on 10/04/2024 at 4:00 PM.



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: October 3, 2024

SUBJECT: Request to Abandon a Sewer, Utility & Drainage Easement in
Trail Ridge III Subdivision

Attached please find correspondence and a location map relative to a request by Mr. Terry Young for the abandonment of a Sewer, Utility & Drainage Easement in Trail Ridge III Subdivision. The purpose of this memo is to relay the collective input received from supervisors to the elected officials on the issue of this request.

Location:

The easement is 10' wide and extends from the north right of way line of Smith Trail then in a southerly direction approximately 1,200' feet to the north right of way line of Old Cape Road, and there terminating. The width of the easement across this tract is 120 feet.

Public Utilities:

No public utilities or infrastructure currently exist, nor are any future public improvements currently planned at this location.

Adjacent Property Owners:

There is only one (1) lot owner (applicant) who will be impacted by the request.

Building Encroachment:

The property owner installed an unpermitted storage shed in his rear yard that encroaches into the easement. As a result, a setback variance from the Zoning Board of Adjustment will also be needed in addition to the easement abandonment. Should the variance request fail, then no action will be needed on the issue of the abandonment.

City Attorney:

Generally, streets, rights of way, alleys, and easements are abandoned because the City determines that the continued use of such is no longer needed. Article VI section 25 of the Missouri Constitution reads;

“No county, city, or other political corporation or subdivision of the state shall be authorized to lend its credit or grant public money or property to any private individual, association, or corporation...” If the Board determines this easement has no use to the citizens and should be abandoned then it must either;

- determine that that tract of real estate has no marketable value greater than the benefit of abandonment, or
- sell the land for fair market value.

Value

The value of the easement has not been determined by a professional appraisal and has not been surveyed.

Staff Conclusion:

Following due consideration of all the information available, the City staff respectfully recommends the Board approve the applicant's request to abandon the easement. However, the recommendation is contingent upon approval from the ZBOA to vary the rear yard setback for the shed.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.

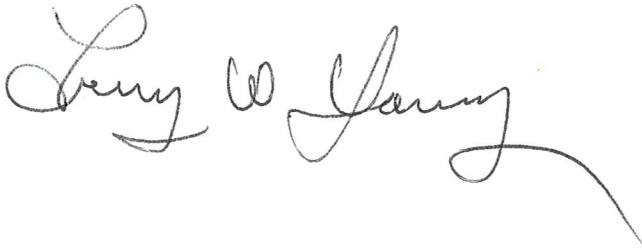
September 24, 2024

Mr. Bollinger,

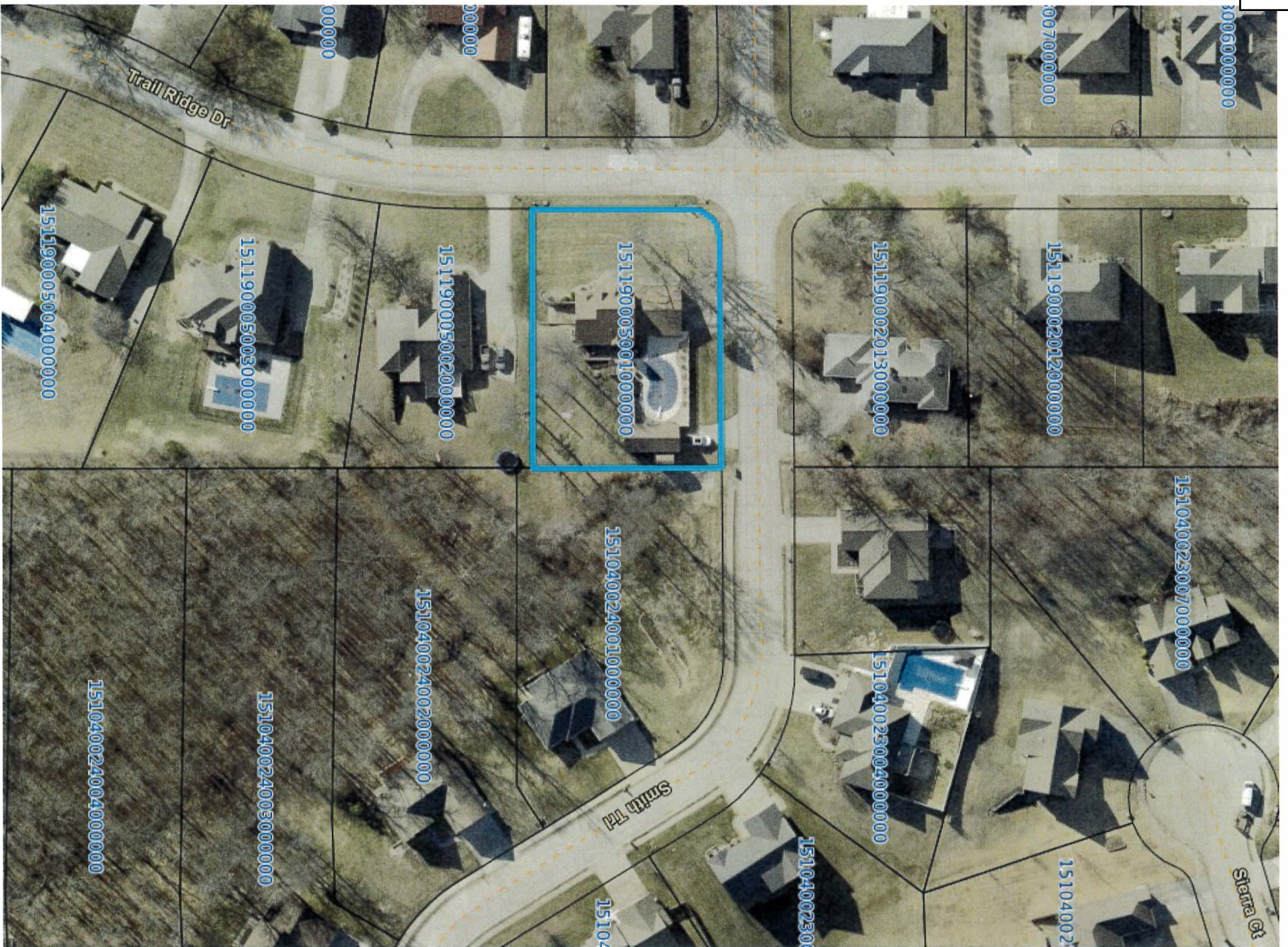
I would like to be added to the docket October 7th to appear in front of the City Council. I would like to discuss the lifting of the easement on my property at 1100 Trailridge Drive, Jackson MO.

Thank you,

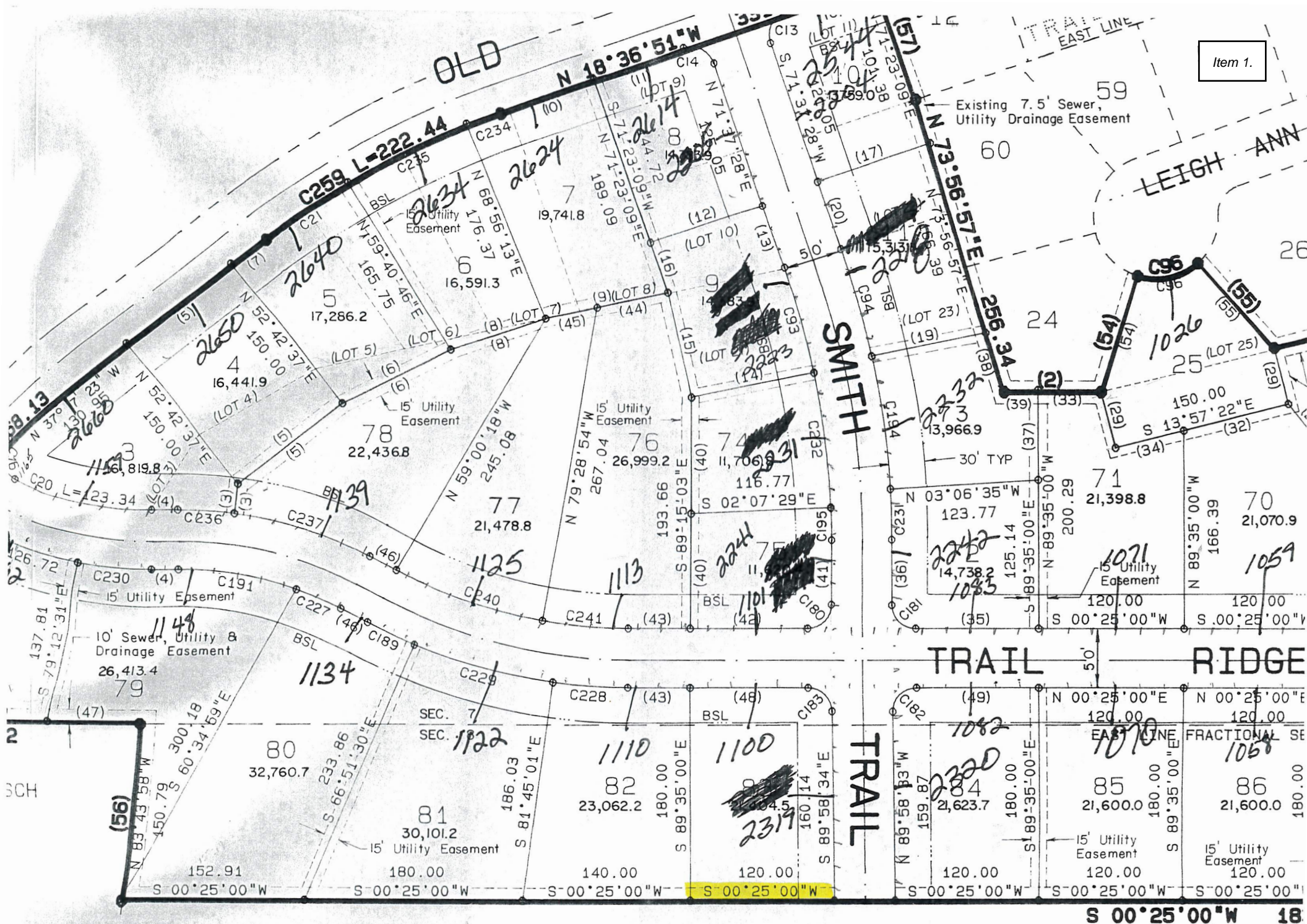
Terry Young

A handwritten signature in black ink that reads "Terry W. Young". The signature is written in a cursive style with a long, sweeping underline.

Angela Birch
9/24/24
4:00 PM.



Item 1.



S 00°25'00"W 18



September 30, 2024

Mr. Don Schuette
Director of Electric Utilities
City of Jackson
101 Court Street
Jackson, Missouri 63755

RE: East Jackson Blvd Roadway Lighting
Engineering Services (Task Order 23-08)

Dear Mr. Schuette:

Strickland Engineering is pleased to submit a fee proposal increase for engineering services for bidding and construction phase services and program management with MoDOT for the East Jackson Boulevard Roadway Lighting project on East Jackson Blvd from north of Gloria Street near Alliance Bank to Old Orchard Road. The following information summarizes the scope of work, engineering fee and schedule of rates.

SCOPE OF SERVICES

- Assist the City in program management with MoDOT
- Bid phase services to assist City.
- Construction phase services to assist City.

COMPENSATION

The City shall compensate the Engineer for performance of the services on an hourly basis plus expenses. Total payment by the City to the Engineer shall not exceed \$90,300, without prior written authorization by the City. The following rate schedule will be used as the basis of compensation.

Engineering Fee

Original Task Order	\$38,100.00
Proposed Amendment #1	\$52,200.00
Revised Total Engineering Fee	\$90,300.00

Rate Schedule

Engineer V	\$175.00/hr
Engineer IV	\$150.00/hr
Engineer III	\$125.00/hr
Engineer II	\$100.00/hr
PLS	\$100.00/hr
Surveyor I	\$75.00/hr
Survey Technician III	\$50.00/hr
Survey Crew	\$125.00/hr
Engineering Designer IV	\$90.00/hr

Engineering Designer III	\$80.00/hr
Engineering Designer II	\$70.00/hr
Engineering Designer I	\$65.00/hr
Engineering Technician III	\$80.00/hr
Engineering Technician II	\$55.00/hr
Engineering Technician I	\$50.00/hr
Administrative Secretary	\$40.00/hr
Professional Consultants	cost + 10%
Wide Format Copy, 24 x 36	\$2.20/sheet
Wide Format Copy, 30 x 42	\$3.30/sheet
Wide Format Copy, Half Set	\$1.10/sheet
Copies, 8-1/2 x 11	\$0.08/sheet
Postage	cost
Auto travel	\$0.655/mile
Other expenses	cost

Please contact me if you have any questions regarding this proposal. I look forward to working with you on this project.

Sincerely,

Brian W. Strickland, PE, PLS
Project Manager



COST PROPOSAL WORKSHEET FOR :

AMENDMENT #1

**FEE ESTIMATE FOR
CITY OF JACKSON - JACKSON BLVD LIGHTING**

Date: 9/30/2024
Prepared by: BS

LABOR:

<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>	<u>Eng V</u>	<u>Eng IV</u>	<u>Surv I</u>	<u>Eng Des IV</u>	<u>Surv</u>	<u>Insp</u>
1	Bid phase services	64.0	\$8,200	16.0	24.0	24.0			
2	Construction phase services (16 weeks @ 16 hours)	316.0	\$27,920	40.0	20.0				256.0
3	Program management with MoDOT	100.0	\$16,000	40.0	60.0				
4		0.0	\$0						
5		0.0	\$0						
6		0.0	\$0						
7		0.0	\$0						
8		0.0	\$0						
		TOTAL M.H:	480.0	96.0	104.0	24.0	0.0	0.0	256.0
		TOTAL ESTIMATED LABOR COSTS :	\$52,120						
Notes:		USE:	\$52,200						

EXPENSES:

Item

Hubs	0	\$	0.28	\$0
Lathes	0	\$	0.38	\$0
Filing Fee	0	\$	30.00	\$0
Mileage	0	\$	0.49	\$0
Reproduction & Photocopy	--	SAY		\$0
Postage	--	SAY		\$0
Misc. Direct Expenses		SAY		\$0
ESTIMATED DIRECT EXPENSES				\$0
TOTAL ESTIMATED COST:				\$52,200

<u>PERSONNEL CLASSIFICATIONS LEGEND:</u>		
Eng V	Engineer V	
Eng IV	Engineer IV	
Surv I	Surveyor I	
Eng Des IV	Engineering Designer IV	
Surv	Survey Crew	
Insp	Administrative	



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 3, 2024

RE: Amendment 8 to Horner & Shifrin Task Order 19-04 for Water System Facility Plan Improvements Phase 2

Attached is a proposed amendment to Task Order 19-04 for Horner & Shifrin's work on the Water System Facility Plan Improvements Phase 2. This amendment would increase the existing task order by \$30,600.00 and is related to additional work performed outside the original task order related to design changes to accommodate easement locations acceptable to Aldi and McDonalds.

It also addresses Horner & Shifrin's rate increases into 2025-26 when they will be completing the bidding and construction phases of the East Jackson Boulevard Water Main Upgrade (Phase 2E) Phases 1 and 2.

As always, if you have questions, please contact me at jsanders@jacksonmo.org or 573-243-2300 x 2031.

September 25, 2024

Mrs. Janet Sanders
Public Works Director
City of Jackson
101 Court Street
Jackson, MO 63755

**Re: Task Order Authorization No. 19-04 Increase in Expenditures
to Provide Professional Engineering Services for The Water System Facility Plan
Implementation Program – Phase 2 for the City of Jackson, MO
Amendment No. 8**

Dear Mrs. Sanders:

The Amendment No. 8 to the above Task Order Contract is requested to provide additional engineering services for the following additional tasks that are described in more detail in attached Exhibit A:

1. Additional Design Phase
 - a. Aldi property review and coordination
 - b. Easement map preparation for council meeting
 - c. Phase 1 Water Main
 - i. McDonald's property water main easement – correspondence for 1 year with owner, modification to the McDonalds easement and adjacent easement, drawing and cost estimate modifications.
 - ii. Response to property owner's questions related to easements at 4 other properties.
 - iii. Resubmit plans to both MODOT and Corps of Engineers due to changes and timeframe since obtained permits.
 - d. Phase 2 Water Main
 - i. Update plans and easements to adjust for new Aldi water main.
 - ii. Assume future plan/cost estimate changes and easement coordination similar to Phase 2.
 - iii. Re-submit to MODOT and Corps of Engineers.
2. Updated Bidding and Construction Phase
 - a. Phase 1 bidding and construction services billing rates updated from 2023 to 2025.
 - b. Phase 2 bidding and construction services billing rates updated from 2024 to 2026.



Based on the additional scope of work above the requested Amendment 8 fee is listed below and detailed on Exhibit A attached.

Additional Design Phase Services	\$20,800
Updated Phase 1 Bidding and Construction Phase Services	\$4,100
Updated Phase 2 Bidding and Construction Phase Services	<u>\$5,700</u>
	\$30,600

The below summarizes the H&S design fee to date for the entire Water System Facility Plan Improvements project from inception in January 2016 to today:

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600
Contract Amendment 5	\$ 31,900
Contract Amendment 6	\$ 85,900
Contract Amendment 7	\$ 2,800
Contract Amendment 8	<u>\$ 30,600</u>
Total Contract to Date	\$880,413

We appreciate the opportunity to continue to serve the City of Jackson under our existing task order agreement for engineering services. Please call me to discuss any questions regarding our proposed scope or fee proposal.

Respectfully Submitted,

James E. McCleish, P.E.
Vice President
Practice Leader, Water

Lisa Fennewald, P.E.
Project Manager

Enclosures

DESIGN PHASE ITEMS

- Aldi Property
 - Developer Review: Review of Aldi plans, coordination with City for revisions of design on Aldi site, review of revised plans. (Extra previously received for preparation of easement documents).
 - Addition of new Aldi Main to Part 2 design plans.
- Map preparation for Phase 1 and Phase 2 easement for council presentation
- Phase 1
 - McDonald Property Easement
 - Update drawings to show existing service lines not located during original survey.
 - Multiple correspondence back and forth with corporate regarding location of easement and new water main in proximity to elevated sign, and site access during construction from May 2023 through May 2024
 - Modifications to easement per request of corporate to construction main further away from elevated sign.
 - Modifications to Ahmad easement (adjacent to McDonalds) due to changes is the main on the McDonald's property.
 - Modification of plan and profile to accommodate changes requested by McDonalds
 - Cost estimate updates associated with relocation.
 - Response to property owner's question related to easements at other properties:
 - Chamber of Commerce Track – main related to sign
 - Regions Bank – site access for parking and circulation around building for ATM and drive through access.
 - Ahmad Holding (Pizza Hut) – access during construction and length of project
 - Jackson Auto Spa – construction on site.
 - Submitted Issue for Bid Plans to City on 5/5/2023. Due to length of time since completed plans, need to do the following to get ready for bid.
 - Re-submit to MODOT due to length of time since submittal and revised plans changes due to easement agreements.

- Re-submit to CORPS due to length of time since original submittal.
 - Get plans and specifications ready to bid by incorporating all agreed upon easement language in the documents.
- Phase 2
 - Update plans after completed to adjust for location of new Aldi water main. Project starts at tie-in of new Aldi main.
 - Adjust easement exhibits for main adjustment at Aldi tie-in.
 - Assume future plan changes and easement coordination similar to Phase 2. Also, revise cost estimate to reflect changes.
 - Assume will need to re-submit to MODOT and Corps

BID AND CONSTRUCTION PHASE ITEMS

- Phase 1 bidding and construction services assume will take place in 2025. Previous fee assumed bidding and construction in 2023. Increased fee due to rate increase from 2023 rates to 2025 rates.
- Phase 2 bidding and construction services assume will take place in 2026. Previous fee assumed bidding and construction in 2024. Increased fee due to rate increase from 2024 rates to 2026 rates

CITY OF JACKSON, MO
EAST JACKSON DESIGN EXTRA
ENGINEERING FEE ESTIMATE

Prepared By: LEF							
LABOR:					Labor Classification		
					Fennewald, Lisa	Mills, Michael	Green, Walker
					WP04	WP10	WP10
<u>Cost Center</u>	<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>			
DESIGN PHASE ITEMS - BOTH PHASES							
Work Completed							
Water	1	Aldi Property - plan review, coordination with City	12	\$2,116	8	4	
Water	2	Aldi Property - add new main to design plans	2	\$270		2	
Water	3	Preparation of map for Phase 1 and Phase 2 for council presentation	3	\$467	1	2	
Subtotal			17	\$2,853	9	8	0
DESIGN PHASE 1							
Water	1	McDonalds property easement - drawing updates, 1 year of correspondence back and forth, easement modifications, neighboring property easement adustments,cost estimate updates	14	\$2,510	10	2	2
Water	2	Response to other owner questions - Chamber of Commerce, Regions Bank, Ahmad Holdings, Jackson Auto Spa	10	\$1,846	8	2	
Future Work to Be Completed							
Water	3	Re-submit plans to MODOT for permit	3	\$529	2	1	
Water	4	Re-submit plans to Corps of Engineers for permit	3	\$529	2	1	
Water	5	Incorporate all easement language into bidding plans and specification	14	\$2,262	6	4	4
Subtotal			44	\$7,676	28	10	6
DESIGN PHASE 2							
Water	1	Update plans after completed to adjust for new Aldi Water Main	6	\$934	2	4	
Water	2	Adjust easement exhibits for main adjustment at Aldi tie-in	2	\$332	1	1	
Water	3	Assume future plan changes and easement coordination similar to Phase 2. Adjust cost estimated to reflect changes.	18	\$3,174	12	4	2
Water	4	Assume will need to re-submit to MODOT and Corps of Engineers	6	\$1,058	4	2	
Water	5	Incorporate all easement language into bidding plans and specification	14	\$2,262	6	4	4
Subtotal			46	\$7,760	25	15	6
TOTAL ESTIMATE MANHOURS			107		62	33	12
TOTAL ESTIMATED LABOR COSTS				\$18,289			

DESIGN EXPENSES:

<u>Item</u>	<u>Unit</u>		<u>Total Cost</u>
Mileage:	0	miles	\$0
Subconsultant: Strickland Easements		SAY	\$2,500
Reproduction & Photocopy:	--	SAY	\$0
Field Equipment Rental Reimbursement:	--	SAY	\$0
Misc. Reimbursable Expenses:	--	SAY	\$0
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			<u>\$2,500</u>
MARK UP PERCENTAGE:			0%
ESTIMATED TOTAL EXPENSES:			<u>\$2,500</u>
TOTAL ESTIMATED NOT-TO EXCEED COST:			<u>\$20,800</u>

CITY OF JACKSON, MO
EAST JACKSON PHASE 1 & HIGH ST. WATER MAIN BIDDING & CONSTRUCTION PHASE SERVICES
ENGINEERING FEE ESTIMATE

Prepared By: LEF

LABOR:		Labor Classification					
Cost Center	Task No.	Task Description	Task M.H.	Task Cost	Fennewald, Lisa	Mills, Michael	Green, Walker
					WP04	WP10	WP10
		PHASE 1 AND HIGH ST. BIDDING PHASE					
Water	1	Prepare and post bidding documents on QUEST for bidding.	5	\$781	1		4
Water	2	Assist City Staff in responding to contractor questions about bidding documents and issue addendum(s).	12	\$2,243	8		4
Water	3	Assist City Staff in evaluating thoroughness of contractor bids received.	5	\$781	1		4
Water	4	Provide recommendation to City Staff on selection of contractor.	4	\$835	4		
Water	5	Prepare Notice of Award and Agreement for Execution	4	\$704	2		2
Water	6	Administer and manage Bidding Phase Services.	2	\$418	2		
Subtotal			32	\$5,762	18	0	14
		PHASE 1 AND HIGH ST. CONSTRUCTION PHASE					
Water	1	Prepare Notice to Proceed and assemble contract books	5	\$781	1		4
Water	2	Attend pre-construction meeting and prepare meeting minutes.	10	\$2,088	10		
Water	3	Review contractor-submitted shop drawing and other items.	12	\$1,980	4		8
Water	4	Review contractor requests for periodic payments against construction contract amount.	36	\$5,546	6		30
Water	5	Respond to contractor questions regarding unforeseen field conditions and/or interpretations of design intent.	16	\$3,078	12		4
Water	6	Provide assistance in resolving contractor’s field questions to ensure consistent quality control of contractor’s work.	24	\$4,486	16		8
Water	7	Prepare Change Order requests, as appropriate.	28	\$5,058	16		12
Water	8	Coordinate with and manage information from water main inspector.	16	\$3,341	16		
Water	9	Attend monthly progress meeting (1/month) and prepare minutes.	48	\$10,023	48		
Water	10	Prepare as-built drawings from inspector's survey and notes.	30	\$4,293		30	
Water	11	Assist City Staff in final, official close-out of construction contract.	8	\$1,276	2		6
Water	12	Administer and manage Construction Phase Services.	8	\$1,671	8		
Subtotal			241	\$43,622	139	30	72
TOTAL ESTIMATE MANHOURS			273		157	30	86
TOTAL ESTIMATED LABOR COSTS				\$49,384			

DESIGN EXPENSES:					Total		
Item	Unit		Cost	Bid	Construction		
Mileage:	1,720	miles	\$1,152	\$169	\$983		
Subconsultant:		SAY	\$0				
Reproduction & Photocopy:	--	SAY	\$250	\$50	\$200		
Field Equipment Rental Reimbursement:	--	SAY	\$0				
Misc. Reimbursable Expenses:	--	SAY	\$100	\$50	\$50		
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			\$1,502	\$269	\$1,233		
MARK UP PERCENTAGE:			0%				
ESTIMATED TOTAL EXPENSES:			\$1,502				
TOTAL ESTIMATED NOT-TO EXCEED COST:			\$50,900				
Original 2023 Fee =			\$46,800				
Extra Requested =			\$4,100.00				

CITY OF JACKSON, MO
EAST JACKSON WATER MAIN PHASE 2 BIDDING & CONSTRUCTION PHASE
ENGINEERING FEE ESTIMATE

Prepared By: LEF

LABOR:

Cost Center

Task No.

Task Description

Task
M.H.

Task
Cost

Labor Classification

Fennewald, Lisa

Mills, Michael

Green, Walker

WP04

WP10

WP10

PHASE 2 BIDDING PHASE

Water	1	Prepare and post bidding documents on QUEST for bidding.	5	\$825	1		4
Water	2	Assist City Staff in responding to contractor questions about bidding documents and issue addendum(s).	8	\$1,626	6		2
Water	3	Assist City Staff in evaluating thoroughness of contractor bids received.	5	\$825	1		4
Water	4	Provide recommendation to City Staff on selection of contractor.	4	\$883	4		
Water	5	Prepare Notice of Award and Agreement for Execution	4	\$744	2		2
Water	6	Administer and manage Bidding Phase Services.	2	\$441	2		
Subtotal			28	\$5,345	16	0	12

PHASE 2 CONSTRUCTION PHASE

Water	1	Prepare Notice to Proceed and assemble contract books	5	\$825	1		4
Water	2	Attend pre-construction meeting and prepare meeting minutes.	10	\$2,206	10		
Water	3	Review contractor-submitted shop drawing and other items.	12	\$2,092	4		8
Water	4	Review contractor requests for periodic payments against construction contract amount.	32	\$5,255	6		26
Water	5	Respond to contractor questions regarding unforeseen field conditions and/or interpretations of design intent.	12	\$2,509	10		2
Water	6	Provide assistance in resolving contractor's field questions to ensure consistent quality control of contractor's work.	18	\$3,555	12		6
Water	7	Prepare Change Order requests, as appropriate.	24	\$4,462	12		12
Water	8	Coordinate with and manage information from water main inspector.	12	\$2,648	12		
Water	9	Attend monthly progress meeting (1/month) and prepare minutes.	42	\$9,267	42		
Water	10	Prepare as-built drawings from inspector's survey and notes.	21	\$3,175		21	
Water	11	Assist City Staff in final, official close-out of construction contract.	6	\$1,046	2		4
Water	12	Administer and manage Construction Phase Services.	6	\$1,324	6		
Subtotal			200	\$38,364	117	21	62

TOTAL ESTIMATE MANHOURS
TOTAL ESTIMATED LABOR COSTS

228

\$43,709

133

21

74

DESIGN EXPENSES:

<u>Item</u>	<u>Unit</u>		<u>Total Cost</u>	<u>Bid</u>	<u>Construction</u>
Mileage:	1,540	miles	\$1,032	\$161	\$871
Subconsultant:		SAY	\$0		
Reproduction & Photocopy:	--	SAY	\$250	\$50	\$200
Field Equipment Rental Reimbursement:	--	SAY	\$0		
Misc. Reimbursable Expenses:	--	SAY	\$100	\$50	\$50
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			\$1,382	\$261	\$1,121
MARK UP PERCENTAGE:			0%		
ESTIMATED TOTAL EXPENSES:			\$1,382		
TOTAL ESTIMATED NOT-TO EXCEED COST:			\$45,100		
Orig Estimated 2024 Fee =			\$39,400		
Extra Requested =			\$5,700.00		



Independence Day Fireworks Program
Bid Opening 2:00 PM, Wednesday, September 25, 2024

Company	Base Bid
RAINBOW FIREWORKS	\$14,500

Witness: Chris Eastndale

**CITY OF JACKSON, MISSOURI
INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Rainbow Fireworks proposes to furnish all labor, equipment, and materials for the INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following lump sum bid price:

BID PRICE:

\$ 14,500 per annual fireworks display event for 3 consecutive years (2025, 2026, 2027).

ALTERNATE:

\$ _____ per event to provide a licensed and insured shooter for provided fireworks following a concert (date to be determined, but within 14 days of July 4).

The undersigned, an authorized agent of his/her company, hereby certifies:

- (☒) familiarization with all terms, conditions, and specifications herein stated; and
- (☒) company is qualified to perform work and services as included; and
- (☒) all submittal requirements are attached hereto.

Submitted on 9-25-2024, 2024.

Name of company: Rainbow Fireworks

Business address: 76 Plum Ave. Inman KS. 67546

Phone number: 417-849-7436

Fax number: _____

Troy S. Wisdom
Signature of Contractor's Authorized Representative

Troy S. Wisdom
Printed Name of Contractor's Authorized Representative



Lower Tennis Court Resurfacing Project
Bid Opening 1:30 PM, Tuesday, September 24, 2024

Company	Base Bid
BYRNE + JONES CONSTRUCTION	\$36,957.00

Witness: *Chr 9*

**CITY OF JACKSON, MISSOURI
LOWER TENNIS COURT REPAIR & RESURFACING PROJECT
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Byrne and Jones Construction proposes to furnish all labor, equipment, and materials for the LOWER TENNIS COURT REPAIR & RESURFACING PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BID:

\$ 36,957 proposed amount for the Tennis Court Repair & Resurfacing Project

Acrylic resurfacer, textured color and line paint brand: SealMaster

The undersigned, an authorized agent of Contractor, hereby certifies:

() familiarization with all terms, conditions, and specifications herein stated; and

() company is qualified to perform work and services as included.

Submitted on 09/23/2024, 2024.

Name of company: Byrne and Jones Construction

Business address: 13940 St. Charles Rock Rd., Saint Louis, MO 63044

Phone number: (314) 619-0475

Fax number: (314) 567-1828



Signature of Contractor's Authorized Representative

Zach Engelmann

Printed Name of Contractor's Authorized Representative



Soccer Park Vending Program
Bid Opening 2:00 PM, Tuesday, September 24, 2024

Company	Base Bid
HEARTLAND COCA-COLA	2090

Witness: *Ch Easter*

**CITY OF JACKSON, MISSOURI
SOCCER PARK VENDING SERVICES PROGRAM
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Heartland Coca-Cola Bottling Company, LLC proposes to furnish all labor, equipment, and materials for the **SOCCER PARK VENDING SERVICES PROGRAM** and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following percentage:

Variable percentage (See attachments) of the total quarterly profits from vending machine sales in each of the two consecutive years of 2024 and 2025 paid to the City of Jackson.

\$0 Minimum quarterly payment amount

The undersigned, an authorized agent of his/her company, hereby certifies:

(x) familiarization with all terms, conditions, and specifications herein stated; and

(x) company is qualified to perform work and services as included; and

(x) all submittal requirements are attached hereto.

Submitted on Monday, September 23, 2024.

Name of company: Heartland Coca-Cola Bottling Company, LLC

Business address: 1125 Lenco Avenue, Jackson, MO, 63755

Phone number: 573-243-3134

Fax number: 573-243-3135



Signature of Contractor's Authorized Representative

CHAD CROSS

Printed Name of Contractor's Authorized Representative

Attached: Equipment Placement Agreement
 Vend Rate Matrix
 Terms and Conditions of Sale



Required FS Vend Rate Grids		ALL HEARTLAND MARKETS		
		Market Price	Premium	Premium Plus*
<i>Payment Options</i>		<i>All</i>	<i>All</i>	<i>All</i>
<i>Commissions</i>		<i>10%</i>	<i>15%</i>	<i>20%</i>
Sparkling				
(MM Refresh & MM Lights)	20oz	\$2.00	\$2.25	\$2.50
Dasani				
	20oz	\$2.00	\$2.25	\$2.50
Powerade	20oz	\$2.25	\$2.50	\$2.75
Vitaminwater	20oz	\$2.25	\$2.50	\$2.75
MM Juice To Go				
	12oz	\$2.25	\$2.50	\$2.75
Energy (NOS, Full Throttle, Monster, Rehab)	16oz	\$3.00	\$3.50	\$4.00
Monster Reign	16oz	\$3.00	\$3.50	\$4.00
Monster Muscle/Java	15oz	\$3.50	\$4.00	\$4.50
Body Armor	16oz	\$2.50	\$2.75	\$3.00
Gold Peak	18.5oz	\$2.25	\$2.50	\$2.75

Effective: 1/1/2022

INDEPENDENT CONTRACTOR AGREEMENT

This agreement (the “Agreement”) is entered into this **11th** day of **September**, between the City of Jackson, Missouri (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “Independent Contractor”).

The City hereby engages the Independent Contractor to perform the duties of **Soccer Official**. The Jackson Fall Soccer Classic is scheduled at the Jackson Soccer Park from October 25, 2024 – October 27, 2024. In return, City shall pay Independent Contractor a fee of **\$25** per game. The Independent Contractor will submit an itemized bi-weekly statement to the City setting forth the number of games worked. Independent Contractor understands that this payment is the total compensation for his or her services and that Independent Contractor is responsible for payment of all taxes including Federal, State and local taxes arising out of his or services in accordance with this contract, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. In addition, the City is not responsible for providing any vacation pay, sick leave, retirement benefits, social security, Worker’s Compensation benefits, health or disability benefits, or unemployment benefits of any kind.

The Independent Contractor must fill out a W-9 Request for Taxpayer form for the City of Jackson.

The City shall not be responsible for or reimburse Independent Contractor for any expenses that are incurred in connection with the performance of the duties hereunder. This includes that the City shall not be responsible for providing any equipment, uniforms, etc. needed to perform the services contracted hereunder.

The City shall not exercise any control over how the Independent Contractor performs the duties of **Soccer Officiating** except that the Independent Contractor understands and agrees to abide by the Jackson Parks and Recreation policies. Further, the Independent Contractor agrees that performance of the duties under this contract requires him or her to be punctual, professional, and responsible.

Either party may terminate this Agreement for any reason at any time by providing 14 (fourteen) days written notice to the other party. However, the City may terminate this agreement immediately and without any prior notice if Independent Contractor fails to perform the duties set forth above.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first written above.

City of Jackson

(Print Independent Contractor’s Name)

By: _____
Director of Parks & Recreation

By (signature): _____