

RESOLUTION NO. R-23-56

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOUBLE CHECK COMPANY, LLC FOR THE REMOVAL AND CLOSURE OF THE EXISTING PUBLIC WORKS FUELING STATION AND THE INSTALLATION OF A NEW FUELING STATION IN THE TOTAL AMOUNT NOT TO EXCEED \$314,832.51. PROJECT CP2355.

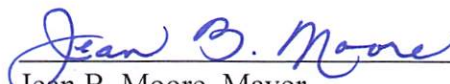
WHEREAS, the proposal of Double Check Company, LLC has been determined by the Director of Public Works to be the best proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Double Check Company, LLC for the work as outlined in the contract for a total amount not to exceed \$314,832.51 and funds for such purpose are authorized from the General Fund.

FURTHER, THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute all documents as necessary to facilitate the removal and closure of the existing fueling station and to submit all documentation as necessary to register the new fueling station with the Missouri Department of Natural Resources and the Missouri Petroleum Storage Tank Insurance Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-23-56

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/21/2023

Department: Public Works

Meeting Date Requested: 8/28/2023

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Contract Award, Removal and Closure of the Existing Fueling Station at Public Works and the Installation of a New Fueling Station, Project CP2355

Background: The City has two 2,000-gallon underground fuel tanks located at Public Works, one for diesel and one for unleaded fuel, that were installed in the 1970s. The diesel tank has been removed from service due to a hole in the tank and diesel fueling is now done at private gas stations. Unleaded fueling is still done at Public Works. The City hired SCS Engineers to assist with removal and closure of the existing fueling station and the design, bidding, and installation of a new system. Several system components were bid separately, including removal and closure (4 bid responses) and materials and equipment with various tank sizes and equipment lead times (2 bid responses). Genesis Environmental Solutions was the apparent low bidder on the removal and closure base bid at \$41,832.90. Double Check Company, LLC was the second low bidder on the removal and closure base bid at \$43,832.00; however, they were the low bidder when considering potential other bid alternate cleanup activities. Double Check was also the low bidder on the purchase of materials and equipment. Although the City was initially considering the installation of above ground storage tanks, Double Check submitted a bid alternate for two 5,000-gallon double wall fiberglass underground storage tanks and related equipment with a lead time of eight (8) to ten (10) weeks, versus lead times of 18 to 44 weeks for above ground storage tanks, depending on the manufacturer.

Budget Discussion: Funds for the project are budgeted in the General Fund.

Public/Board/Staff Input: It is the recommendation of the Department of Public Works to award a single turn-key contract to Double Check Company, LLC in the amount of \$314,832.51 for the removal and closure of the existing fueling station and the installation of a new fueling station including two 5,000-gallon underground storage tanks, new dispensers, and related equipment. Although above ground storage tanks installed in the same location are less expensive (\$292,037.35 vs \$314,832.51) and carry less regulatory requirements, the underground tanks have a shorter delivery time and are expected to be a safer alternative due to their proximity to the Public Works building and heavy equipment. Please note that the contract includes \$43,832.00 for the removal and closure of the existing tanks and soil contamination has been discovered. SCS Engineers is in the process of filing an insurance claim with the Missouri Petroleum Storage Tank Insurance Fund to cover these costs minus the policy deductible of \$10,000. The project is anticipated to take approximately 8-weeks to complete, once the new equipment has been delivered.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

BB
City Manager



Public Works Existing Fueling Station

**AGREEMENT
DOUBLE CHECK COMPANY, LLC CONTRACT AWARD**

THIS AGREEMENT, made and entered into this 24th day of August, 2023, (the "Effective Date") by Double Check Company, LLC (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

WHEREAS, the City desires to engage the Contractor to perform "**Removal and Closure of the Existing Fueling Station at Public Works and the Installation of New Fueling Station, Project CP2355.**"

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. Term of Agreement. This Agreement shall begin as of the Effective Date. The Contractor shall complete the Project Services no later than March 1, 2024, unless otherwise extended or terminated as provided herein.

SECTION 2. Scope of Services. The Contractor shall provide the Project Services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge, all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

SECTION 3. Payment. The Owner hereby agrees to pay the Contractor for the work performed in Exhibit A. Payment terms for new equipment are outlined in the proposal. All removal and closure activities will be performed at the contract unit prices listed in the proposal. The Contractor shall provide supporting documentation to confirm the actual quantities installed for potential reimbursement through the Missouri Petroleum Storage Tank Insurance Fund. The project cost shall not exceed a total sum of \$314,832.51 unless authorized by the City pursuant to a change order approved by the City

SECTION 4. Prevailing Wages. The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

SECTION 5. Construction Safety Training.

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and

Section 292.675, RSMo.

SECTION 6. Notice of Penalty Provisions

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.
- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 7. Unauthorized Aliens. Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 8. Insurance Requirements.

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
 - 1. Commercial General Liability Insurance: \$3,258,368 million CSL for bodily injury and property damage per occurrence or sovereign immunity limits.
 - a. The following endorsements shall attach to the policy:
 - (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a \$3,258,368 million CSL covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability

insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

SECTION 9. Labor and Materials Payment Bond and Maintenance Bond

- A. Labor and Materials Payment Bond and Maintenance Bond. Prior to commencement of construction, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction. Upon acceptance of the project, a Maintenance Bond shall be established that provides assurance that such improvements will continue to meet minimum design standards for a period of two (2) years

SECTION 10. General Conditions

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in this contract, Contractor (or surety) shall be liable to the City in the amount of \$100.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable

allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

- F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

- H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.
- I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.
- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City: City of Gladstone, Missouri
 Attn: Timothy A. Nebergall
 4000 NE 76th Street
 Gladstone, Missouri 64119

Contractor: Double Check Company, LLC
 Attn: Jason Guhr
 4000 Raytown Road
 Kansas City, MO 64129

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Contractor.

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

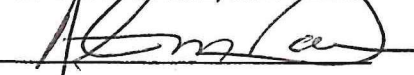
DOUBLE CHECK COMPANY, LLC:

By: 

Name: JASON F. GUHR

Title: Account Manager

CITY OF GLADSTONE, MISSOURI:

By: 

Name: Robert M. Baer

Title: City Manager

EXHIBIT B

CITY OF GLADSTONE, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Jason F. Guhr, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Jason F. Guhr and I am currently the Act. Manager of Double Check L.L.C. (hereinafter "Contractor"), whose business address is 5000 Raytown Rd, and I am authorized to make this Affidavit. K.C. MO 64129

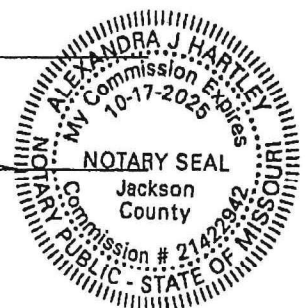
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] contracted between Contractor and the City of Gladstone, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Jason F. Guhr
Affiant

Jason F. Guhr
Printed Name



Subscribed and sworn to before me this 29th day of August, 2023.

Alexandra J. Hartley
Notary Public

SEAL

EXHIBIT A
SCOPE OF SERVICES



Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: kansascity@dblchk.com

City of Gladstone
4000 NE 76th St.
Gladstone, MO 64119

Date: 8/23/2023
Quote #: 230044-26A

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Double Check presents the following proposal for your consideration:

Scope of Work

- Deploy equipment and personnel to job site.
- Remove existing fuel equipment on tank pad.
- Excavate tank top and remove existing fuel tanks.
- Work with SCS Engineers on removal of contaminated soil and closure report.
- Furnish and install (2) 5,000 gal DW FRP tanks.
- Furnish and install (2) SW FRP STP sumps, (4) 5-gal spill containment buckets, defender overfill drop tubes, and all tank top hardware.
- Furnish and install (2) SW FRP dispenser sumps and (1) 3' x 12' x 13" stainless steel island
- Furnish approved backfill material and pour site back to finish grade with (8) 6" bollards.
- Furnish and install LCX DW FRP piping from STP's to dispensers.
- Install piping and vents for both UST's.
- Furnish and install (2) Gasboy front load dispensers.
- Furnish and install new Veeder Root TLS450+ with .1 mag probes and DPLLD.
- Purge, calibrate, and commission equipment to activate manufacture warranty
- Install site's existing FuelMaster on fuel island and verify proper operation with new dispensers.

Enid

841 Commercial Circle
Enid, OK 73703
Phone : 580-237-5332
Fax : 580-237-2639
enid@dblchk.com

Hutchinson

1228 N. Halstead
Hutchinson, KS 67501
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan

5005 Murray Road
Manhattan, KS 66503
Phone : 785-776-3240
Fax : 785-776-3252
manhattan@dblchk.com

Wichita

1355 South Young
Wichita, KS 67209
Phone: 316-942-4268
Fax: 316-942-7732
wichita@dblchk.com



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 4000 Raytown Rd., Kansas City, MO 64129
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EQUIPMENT LIST				
ITEM #	DESCRIPTION	UNIT PRICE	QTY	LINE PRICE
5,000 GALLON TANK	5,000 GAL DW FRP TANK WITH 42" COLLAR, 22" MANWAY, (3) 4" NPT FITTING IN EACH MANWY COVER, (3) 4" NPT SHELL WALL FITTINGS, DEADMEN, STRAPS, AND TURNBUCKLES	\$ 27,791.76	2	\$ 55,583.53
31040011	EXTRACTOR VENT VALVE 4"x4"2"	\$ 171.01	2	\$ 342.03
70541202	DEFENDER FILL KIT	\$ 443.08	2	\$ 886.16
705545012-CI-GKT	DEFENDER SPILL CONTAINMENT BUCKET	\$ 881.92	4	\$ 3,527.68
708692902	OVERFILL PREVENTION VALVE WITH DROP TUBE	\$ 1,100.99	2	\$ 2,201.97
BV200FPBRASS	2" BALL VALVE	\$ 178.08	2	\$ 356.16
602402922	FRP TANK SUMP	\$ 2,307.27	2	\$ 4,614.53
602366901	COLLAR MOUNT SEAM KIT	\$ 246.63	2	\$ 493.25
602366924	POUR IN PLACE ADHESIVE KIT	\$ 301.04	2	\$ 602.08
78141818BLK	18" MANWAY	\$ 329.31	2	\$ 658.62
14F-4215	42" MANWAY	\$ 1,086.85	2	\$ 2,173.71
FEB-075-SC	1" FLEXIBLE ENTRY BOOT	\$ 59.36	4	\$ 237.44
70514302	VAPOR ADAPTOR KIT FOR DEFENDER	\$ 572.40	1	\$ 572.40
804023901	VENT CAP, 2" DIESEL	\$ 36.04	1	\$ 36.04
804100901	DEFENDER VENT W/2" VENT STACK ADAPTER	\$ 249.45	1	\$ 249.45
STP75-VL2	3/4 HP FIXED SPEED STP ASSEMBLY	\$ 2,296.48	2	\$ 4,592.96
580010022OWS	GUARDIAN CONTROLLER, SINGLE PHASER	\$ 375.31	2	\$ 750.61
662501902	DOUBLE POPPET FIRE VALVE	\$ 217.65	2	\$ 435.31
LMM-2313-T-S	FRP CONDUITLESS DISPENSER SUMP	\$ 1,713.67	2	\$ 3,427.33
SBK-25	STABILIZER BAR KIT 3	\$ 87.63	2	\$ 175.25
FF15X18HMXM346	MALE X MALE SWIVEL FLEX CONNECTOR	\$ 156.88	2	\$ 313.76
FFUL20X18HMXHM	MALE X MALE FLEX FOR VENT LINES	\$ 190.09	4	\$ 760.37
H-9231Y	SMOOTH BOLLARD SLEEVE 6" X 56" YELLOW	\$ 57.33	8	\$ 458.67
ISS36051306	6" X 72" STEEL PIPE BOLLARD	\$ 217.33	8	\$ 1,738.67
LCX PIPING	3' X 12' X 13" SS ISLAND	\$ 2,071.81	1	\$ 2,071.81
	LCX DW PIPE AND FITTINGS	\$ 2,200.00	1	\$ 2,200.00
EQUIPMENT TOTAL				\$ 89,459.80
GASBOY	GASBOY 9853KX DFZ, 22 GPM, SINGLE PRODUCT, SINGLE HOSE, FRONT LOAD	\$ 5,066.40	2	\$ 10,132.80
MOR-610XB-0100 AR	3/4" HOSE MAST	\$ 540.84	1	\$ 540.84
MOR-610XB-0300 AR	1" HOSE MAST	\$ 546.88	1	\$ 546.88
C NEPL-0-01-2-G	3/4" DIESEL NOZZLE, AUTO W/HOLD OPEN, GREEN	\$ 78.84	1	\$ 78.84
C NEPL-0-01-2-BK	3/4" UNLEADED, AUTO W/HOLD OPEN, BLACK	\$ 80.39	1	\$ 80.39
DISPENSER TOTAL				\$ 11,979.75
860091-302	TLS 450 PLUS CONSOLE	\$ 3,966.00	1	\$ 3,966.00
333545-001	APPLICATION SOFTWARE	\$ 4,166.00	1	\$ 4,166.00
332812-001	UNIVERSAL SENSOR MODULE	\$ 2,213.00	2	\$ 4,426.00
332813-001	UNIVERSAL INPUT/OUTPUT MODULE	\$ 1,596.00	1	\$ 1,596.00
332972-008	DPLD RISK MANAGEMENT SOFTWARE	\$ 2,699.00	1	\$ 2,699.00
846397-107	.1 MAG PLUS PROBE	\$ 3,203.00	2	\$ 6,406.00
886100-000	4" PHASE SEPERATION INSTALLATION KIT	\$ 674.00	1	\$ 674.00
846400-001	4" DIESEL INSTALLATION KIT	\$ 440.00	1	\$ 440.00
312020-952	4" CAP & RING KIT	\$ 262.00	2	\$ 524.00
794380-208	PIPING SUMP SENSOR	\$ 395.00	4	\$ 1,580.00
794380-345	INTERSTITIAL FOR FIBERGLASS TANK	\$ 1,222.00	2	\$ 2,444.00
0312020-928	2" INTERSTITIAL CAP AND RISER KIT	\$ 206.00	2	\$ 412.00
859080-001	DPLD SENSOR	\$ 945.00	2	\$ 1,890.00
790095-001	OVERFILL ALARM	\$ 643.00	1	\$ 643.00
790091-001	OVERFILL ALARM BOX	\$ 1,005.00	1	\$ 1,005.00
VEEDER ROOT EQUIPMENT TOTAL				\$ 32,871.00
EQUIPMENT TOTAL				\$ 133,710.54

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**Double
Check
Company, LLC**

Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: kansasclty@dblchk.com

City of Gladstone
4000 NE 76th St.
Gladstone, MO 64119

Date: 8/23/2023
Quote #: 230044-26A

Page 3 of 5

Equipment & Labor

➤ Equipment -----	\$133,710.54
➤ Removal & Closure -----	\$43,832.00
➤ Construction Labor and Misc. Equipment -----	\$87,348.00
➤ Service Labor & Misc. Material -----	\$9,800.00
➤ Contract Licensed Electrician -----	\$25,275.00
➤ Environmental Testing -----	\$2,200.00
➤ Freight -----	\$3,500.00
➤ Performance & Assurance Bond -----	\$9,166.97
➤ Total Price (less applicable tax) -----	\$314,832.51

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Exclusions & Terms

The above price excludes the following:

- Quote does not include troubleshooting or repair of existing equipment outside the above scope of work.
- Customer is responsible for any necessary permits.

A change order will be provided in the event any work is required not listed in the scope of work outlined in this contract. Additional charges will incur as a result.

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Payment Terms

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- ✓ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check warehouse.
- ✓ The remaining balance is due 10 days after fuel system completion.

- ❖ Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.
- ❖ Double Check Company LLC. cannot be responsible for delays as a result of manufacturing or shipping related issues. With prevalent existing delays in all facets of the distribution system, we cannot guarantee receipt of products ordered, or installation dates as such. As always, we will do our best to accommodate all customer needs."
- ❖ Quotes are only valid for 30 days unless specified otherwise.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.

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COST ESTIMATE

City of Gladstone
Public Works Department

Project UST Closure

Contractor Douglas Chock
Date 7.10.23

Address 4000 NE 76th Street
Gladstone, Missouri

DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
UST Closure Activities				
Mobilization	1	Lump Sum	\$ 3000	\$ 3000
Site Management	1	Lump Sum	\$ 1700	\$ 1700
UST Removal				
Disconnect Electrical	1	Lump Sum	\$ 1760	\$ 1760
Empty/Dispose of Remaining Unleaded Fuel	1000	Gallons	\$ 1.44	\$ 1440
Remove/Dispose of Dispensers, Pumps, Card Reader, etc	1	Lump Sum	\$ 1260	\$ 1260
Concrete Surface Removal/Disposal (incl pump island)	1	Lump Sum	\$ 7560	\$ 7560
UST Venting, Removal, Cleaning, Disposal (two, 2000-gal)	1	Lump Sum	\$ 3340	\$ 3340
Remove/Dispose of Product and Vent Piping	1	Lump Sum	\$ 760	\$ 760
Excavate and Stockpile Clean Material	200	Cubic Yards	\$ 11.25	\$ 2250
Backfill				
Backfill/Compact Excavation w/Clean Stockpiled Material	200	Cubic Yards	\$ 26.25	\$ 5250
Supply/Backfill/Compact Excav w/New Clean Fill Material	50	Cubic Yards	\$ 46.25	\$ 2312
Site Restoration				
Resurface/Pave with Concrete	800	Square Feet	\$ 16	\$ 12,800
General Site Restoration	1	Lump Sum	N/A	N/A
Other (List)	12 1/2" TANK PADS	Sq Ft	18.50	5500
	12" TANK PADS	Sq Ft	20.00	5320
Total Cost Estimate				\$ 49,532

\$49,532.00

\$43,832

POTENTIAL ACTIVITIES	UNIT	RATE
Over-Excavate Impacted Material	Cubic Yard	\$ 11.25
Transport Excavated Material to Courtney Ridge Landfill	Cubic Yard	\$ 220
Vacuum Truck	Day	\$ 1720
Frack Tank Delivery/Pickup	Lump Sum	\$ 3675
Frack Tank Daily Rental	Day	\$ 71.06
Waste Water Disposal	Gallon	\$.80
Provide and Place 4-inch diameter rock in base of excavation	Ton	\$ 42.50



City of Gladstone
4000 NE 76th St.
Gladstone, MO 64119

Date: 8/23/2023
Quote #: 230044-26A

Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: kansascity@dblchk.com

Page 4 of 5

This bid is subject to the following:

"If any unforeseen foreign underground conditions are encountered such as rock, Water, electrical lines, sewer lines, excessive cave-off, etc., there would be an Additional charge for the extra labor, etc., incurred as a result thereof. "

This bid does not provide for testing, hauling or disposal of any contaminated soil or debris except as specified above.

We do not include applicable sales taxes, unless otherwise specified.

Quotation subject to our normal terms and conditions, unless otherwise specified, as set forth in attached statement and these terms will become a part of any order or contract those results from this quotation.

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- ✓ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check warehouse.
- ✓ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.

Equipment leads times are not guaranteed by Double Check Company, LLC., estimates are provided by equipment manufactures.

Thank you for the opportunity to supply you with pricing for this project. If you have any questions at all please do not hesitate to contact me at any time.

Additional contacts at the Kansas City office are Mani Sundaram and Phil Farrell.

Thank you,

Submitted By: _____

(Jason Guhr)

Accepted By: _____

Date _____

PO # If required _____

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TERMS & CONDITIONS

The terms contained herein may not in any manner whatsoever be varied by purchaser's acceptance or purchase order. In the event of any inconsistency between the terms and scope hereof and purchaser's acceptance or purchase order, the terms and scope hereof shall control, and purchaser is deemed to have assented to the same in full.

- ❖ The pricing contained herein is for the equipment listed only and does not include installation or service not covered by the manufacturer's warranty unless specified. Applicable installation, operation, service, and/or maintenance manuals which are supplied by the manufacturer at no additional charge will be provided. Additional copies, if required, will be provided at the same cost as charged to Double Check Company, Inc. Any submittals required will be forwarded upon receipt of purchase order or letter of intent to purchase that equipment. Purchase orders may be contingent upon approval of submittals.
- ❖ Buyer understands that Double Check Company, LLC. has quoted this equipment based upon information provided by the buyer. If the information is incomplete or inaccurate, Double Check Company, Inc. shall not be responsible. The buyer accepts responsibility of determination of suitability of the equipment for the application.
- ❖ Unless otherwise stated, Double Check Company, LLC. warrants that all equipment will be free of defects in materials and workmanship under normal use for the period stated by the manufacturer. In the case of defect or failure within the warranty period, Double Check Company, LLC. will replace or repair, at its option, upon return of the item in question to Double Check Company, LLC. Double Check Company, Inc. will not accept any invoice or charges for work performed by others during the warranty period.
- ❖ Delivery promises are contingent upon weather, strikes, accidents, transportation and/or other factors beyond the control of Double Check Company, LLC. Double Check Company, LLC. will endeavor to maintain quoted schedules, but does not guarantee to do so. Double Check Company, LLC. shall not be liable for damages suffered by the customer by reason of any delay.
- ❖ Unless stated or agreed to in advance, all pricing contained herein is firm for a period of thirty days from the date of this quote. Pricing does not include applicable taxes. Acceptance of orders is contingent upon current credit approval. Payment terms are net 10 days. A deposit of twenty-five percent (25%) of the contract amount is due upon acceptance of order. Once work has commenced you will be invoiced based upon the attached payment schedule. For equipment, the balance will be invoiced upon delivery. If a bill is not paid by the thirtieth (30th) day past the invoice date, a one and one-half percent (1½%) per month finance charge will be placed on your account.
- ❖ No material may be returned without the written permission of Double Check Company, LLC. If granted, permission will include shipping instructions, which must be followed. All returns are subject to a restocking charge.
- ❖ Proper decals and signage that must appear on fuel dispensing units for compliance with state and federal requirements must be obtained from the customers' fuel supplier.

If the quote includes installation, the following clauses apply:

- ❖ If any unforeseen foreign underground objects are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, or environmental pollution clean-up, etc., there will be an additional charge for the extra labor, etc., incurred as a result thereof.
- ❖ This bid does not provide for testing, hauling or disposal of any contaminated soil or debris unless specified. If contaminated soils are encountered, cost of removal and replacement runs approximately \$50.00 to \$75.00 per cubic yard, plus any special permits or soil analysis required for disposal, etc.
- ❖ Installation has been quoted using non-union labor. If, during the course of the project, there is union intervention, all costs incurred will be billed to you at the same rates as charged to Double Check Company, LLC.
- ❖ Any alteration or deviation from equipment or services described herein involving extra costs will be executed only upon written orders and will become an extra charge over and above the bid amount or estimate.

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CERTIFICATE OF LIABILITY INSURANCE

8/7/2024

DATE (MM/DD/YYYY)

8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED	DOUBLE CHECK COMPANY, LLC 1522529 4000 RAYTOWN ROAD KANSAS CITY MO 64129	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : Colony Insurance Company INSURER C : Travelers Property Casualty Company of America INSURER D : Everest Indemnity Insurance Company INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 19851359 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	PACE303737	8/7/2023	8/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3919220-03	8/7/2023	8/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED RETENTION S	N	N	EXC303738 EF4CU01733-231	8/7/2023 8/7/2023	8/7/2024 8/7/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3919219-03	8/7/2023	8/7/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	POLLUTION LIABILITY PROFESSIONAL	N	N	PACE303737	8/7/2023	8/7/2024	\$1,000,000 EACH POLL CONDITION \$1,000,000 EACH WRONGFUL ACT
C	L/R EQUIP.			QT 630 5T436694 TLC-23	8/7/2023	8/7/2024	\$500,000/ \$10,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #CP2355 - REMOVAL AND CLOSURE OF THE EXISTING FUELING STATION AT PUBLIC WORKS AND THE INSTALLATION OF NEW FUELING STATION. CITY OF GLADSTONE, MISSOURI IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

19851359
CITY OF GLADSTONE, MISSOURI
ATTN: TIMOTHY A. NEBERGALL
4000 NE 76THTH STREET
GLADSTONE, MO 64119

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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