



**JACKSON COUNTY
Finance Department**

415 East 12th Street, Suite 105
Kansas City, Missouri 64106
www.jacksongov.org

RECEIVED

MAY 24 2021

MARY JO SPINO
COUNTY CLERK

MEMORANDUM

Administration
(816) 881-3126
Fax (816) 881-3877

Accounting/Pension
(816) 881-3180

Accounts Payable
(816) 881-3270

Budget
(816) 881-3851

Grants Management/
Risk Management
(816) 881-3202

Office Services
(816) 881-3265


Payroll
(816) 881-3201

Purchasing
(816) 881-3253

Tax Refund/Distribution
(816) 881-3358

Treasury
(816) 881-1320

TO: MEMBERS OF THE LEGISLATURE
Dan Tarwater – Chairman
Ron Finley – Vice Chairman
Scott Burnett – First District
Charlie Franklin – Third District
Jeanie Lauer – Fifth District
Theresa Cass Galvin – Sixth District
Jalen Anderson – First District At Large
Crystal Williams – Second District At Large
Tony Miller – Third District At Large

FROM: Bob Crutsinger
Director of Finance and Purchasing 

DATE: May 20, 2021

SUBJECT: Notice to the Legislature of an Emergency
Purchase pursuant to Section 1030.3 of the
County Code

Pursuant to Section 1030.3 of the Jackson County Code, this memorandum is to advise you of an Emergency Purchase that has been made.

The chilled water system within the downtown Jackson County Courthouse is currently not functioning. Facilities Management is unable to charge the system to provide cooling to the building. This situation will become detrimental to the occupants of the building during the warmer weather if the situation is not addressed immediately.

The time to prepare, issue, receive, analyze and award a competitive solicitation would take at least six weeks. The Director of Public Works has requested and received an Emergency Declaration from the County Executive.

In order to repair the system, several vendors are required, two are County Term and Supply Vendors:

Rand Construction of Kansas City, Missouri for repairs to plumbing in the amount of \$1,165,352.00 BL 1204-45000

Johnson Controls of Dallas, Texas for HVAC Repairs in the amount of \$118,969.03 BL 1204-45079.

The other two Purchase Orders were for outside vendors critical to the repair process:

Pro Insulation of Kansas City, Missouri for pipe removal in the amount of \$59,990.00 PO 1204-46633

Insko Environmental of Shawnee, Kansas for asbestos and mold removal services in the amount of \$85,588.00 PO 1204-46532

Total amount of purchases: \$1,429,899.03

On April 12, 2021 Resolution No. 20648 was approved by the Legislature to transfer the funds for these repairs.

Attached is a copy of the Emergency Declaration Memorandum signed by County Executive, Frank White, Jr., the Purchase Orders with Quotes referenced above, and Resolution No. 20648.

If you have any questions regarding this emergency purchase, please call Barbara Casamento @ 881-3253.

Attachments

cc: Frank White
Troy Schulte
Sylvya Stevenson
Mary Jo Spino ✓
Crissy Wooderson
Katie Bartle
Brian Gaddie
Barbara Casamento



JACKSON COUNTY Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

MEMORANDUM

To: Hon. Frank White, Jr., Jackson County Executive

From: Brian Gaddie, PE, Director of Public Works

Date: 4/19/2021

Mr. County Executive,

This memorandum has been prepared to request the use of emergency procurement procedures in the efforts to remediate the chilled water system within the Downtown Courthouse. As you are aware, the chilled water system within the courthouse is not currently functional and the outcome is that we are unable to charge the system to provide cooling to the building as we approach warm weather months. As you can imagine, this scenario could become detrimental to the occupants of the courthouse if not addressed immediately.

In order to repair the system, a number of service providers are necessary that specialize in the disciplines requiring attention. Two of the four providers are County Term and Supply contractors and will be treated within the terms and conditions of their respective contracts. Two vendors required to support the plumbing and mechanical work have not previously been retained by the County for services but are critical to the improvement process.

Pro Insulation and Inscoc, Inc will be offering services focused on the removal and repair of pipe insulation and the removal and abatement of all asbestos and mold containing materials. They have both provided reasonable and transparent proposals and have the necessary qualifications and experience to complete the work.

It is expected that the duration of work will not exceed 8 weeks and the total cost of the services requested is expected not to exceed \$1,686,062. The fees proposed from the two vendors not currently under contract is approximately \$390,000.

I understand that this is a difficult request and I assure you that if I felt there were more reasonable means to procure these services, I would offer that suggestion. Given this and the information above, it is my recommendation that we treat the current situation as an emergency and procure the necessary services as such.

I would be happy to discuss at your convenience, if required.

Frank White, Jr., County Executive



JACKSON COUNTY
Facilities Management Division

Jackson County Courthouse
415 East 12th Street, Third Floor Mezzanine
Kansas City, Missouri 64106
jacksongov.org

(816) 881-3258
Fax: (816) 881-3583

Professionally,

A handwritten signature in black ink, appearing to read "B. Gaddie", with a long horizontal line extending to the right.

Brian Gaddie, PE
Director of Public Works

Approved by:

A handwritten signature in black ink, appearing to read "Frank White, Jr.", written over a horizontal line.

Hon. Frank White, Jr., Jackson County Executive



JACKSON COUNTY, MISSOURI
 PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
BL - 1204 - 45000	
Page Number 1 of 1	Purchasing Order Date 04/21/2021

SHIP TO FACILITIES MGMT-KC COURTHOUSE
 JACKSON COUNTY COURTHOUSE
 415 E 12TH STREET 3M
 KANSAS CITY, MO 64106
 CHENDERSON@JACKSONGOV.ORG, MO 64106

VENDOR RAND CONSTRUCTION CO
 1428 WEST 9TH STREET
 KANSAS CITY, MO 64101

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

DELIVERY DATE: 12/31/2021

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER KEITH ALLEN 881-3248		ACCOUNT CODES		REQUESTED BY COURTNEY HENDERSON	
BID #		F.O.B. DESTINATION	DELIVERY INSIDE DELIVERY REQUIRED	REQ # RT-65-20-010	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	0.00		SERVICES: PLUMBING CHILLED WATER REPAIRS AT KCCH - PER ATTACHED QUOTE RES#20648 001-1204-56510-999-9999-9999-21 This Purchase Order is issued pursuant to the Contract between vendor and the County arising from the County's acceptance of vendor's offer made in response to the County's Invitation to Bid No. 65-20. Notwithstanding anything herein contrary, this Purchase Order is subject to and shall be governed by all the terms, conditions, and stipulations contained in such Contract. Vendor shall charge prices for items bought hereunder in accord with the pricing methods established by this Contract. County Resolution No: 20594 Emergency Resolution No. 20648	0.00	1,165,352.00
				TOTAL	1,165,352.00

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

FACILITIES MGMT-
 JACKSON COUNTY TECH CENTER
 303 W. WALNUT
 INDEPENDENCE, MO 64050
 CHENDERSON@JACKSONGOV.ORG

Contact: COURTNEY HENDERSON
 Phone: 816-881-4418

DIRECTOR OF FINANCE / PURCHASING



1428 W. 9th Street
 Kansas City, MO 64101
 P. 816.421.4143
 F. 816.421.4144
 www.randsc.com

EXHIBIT B

Date: ~~March 30, 2021~~

Revised : April 8, 2021

To: Jackson County

Attn: Brian Gaddie / Rick Gerla

RE: Jackson County Courthouse – Chilled Water Repairs Scope
 415 E. 12th St.
 Kansas City, MO 64106

Mechanical Proposal

Brian / Rick,

We propose to furnish the necessary labor, materials, tools and equipment to perform the Chilled Water Piping work in accordance with our Site Survey & 6-Step Process for the lump sum amount of **\$1,165,352. with breakdown below per Jackson County's request**

Pipe / Valve / Fittings / Hangers / Supports	\$87,260
Glycol / Inhibitors / Water Treatment	\$26,700
(48) AHU Control Upgrades & DP Switches	\$228,720
Insulation – Installation	- by others
Insulation – Removal	- by others
Abatement	- by others
Fire Proofing	\$28,500
General Construction – Wall Repairs	\$46,200
Cleanup – Laborer Labor	\$22,500
PF – Full-Time Non-Working Supervision	\$63,000
PF – General Field Superintendent	\$72,000
PF – Fab Shop	\$36,700
PF – Labor	\$288,794
Drayage / Tools	\$17,500
Premium Time – Delta of 10-hour days	\$15,435
Hydrotesting – (2) Saturdays	\$22,400
Misc. contingency / Allowance	\$30,340
	<hr/>
	\$986,049
	Fee – 15%
	<hr/>
	Total
	\$1,133,956
+ Performance & Payment Bond	\$11,340
+ 2-year Maintenance Bond	\$20,056
	<hr/>
Grand Total	\$1,165,352



1428 W. 9th Street
Kansas City, MO 64101
P. 816.421.4143
F. 816.421.4144
www.randsc.com

17. Furnishing of Control Valves / Control Devices / DP Switches (furnished by JCI)
18. Tap fees/ usage fees/ consumption fees
19. Floor cutting/ patch back
20. Ceiling removal/ replacement
21. Dumpsters (by owner)
22. Design fees and / or Stamped Drawings
23. Structural work and supports
24. Commissioning/ commissioning assistance/ all commissioning paperwork
25. Seismic
26. Site utilities
27. BIM Modeling
28. Duct Cleaning
29. All Plumbing Work
30. All Ductwork
31. Testing / Adjusting / Balancing
32. All Temperature Controls (by owner)

NOTE: This proposal is valid for (30) days from date of issuance & contingent upon Rand Construction Company entering into a mutually agreeable contract & agreeable project schedule. In the event a mutually agreeable contract & schedule cannot be achieved, this proposal shall be considered null and void.

Please feel free to contact me should you have any questions regarding this proposal. We appreciate the opportunity to be part of the construction team and building another quality project together.

Sincerely,
RAND CONSTRUCTION CO.

Frederick Thorpe
Vice President
Commercial / Healthcare



JACKSON COUNTY, MISSOURI
 PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

BL - 1204 - 45079

Page Number
1 of 1

Purchasing Order Date
05/13/2021

SHIP TO FACILITIES MGMT-KC COURTHOUSE
 JACKSON COUNTY COURTHOUSE
 415 E 12TH STREET 3M
 KANSAS CITY, MO 64106
 CHENDERSON@JACKSONGOV.ORG, MO 64106

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR JOHNSON CONTROLS INC
 PO BOX 730068
 DALLAS, TX 75373

DELIVERY DATE: 12/31/2021

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER KEITH ALLEN 881-3248		ACCOUNT CODES		REQUESTED BY COURTNEY HENDERSON	
F.O.B. DESTINATION		DELIVERY INSIDE DELIVERY REQUIRED		REQ #	
F.O.B. DESTINATION		DELIVERY INSIDE DELIVERY REQUIRED		REQ # RT-GS-06F-0060P-066	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	0.00		SERVICES: HVAC EQUIPMENT CHILLED WATER PROJECT PER ATTACHED QUOTE <i>001-1204-56510-999-9999-9999-21</i> This Purchase Order is issued under Section 1030.4 of Chapter 10 of the Jackson County Code. County Resolution No: 19299 GSA Contract No. GS-06F-0060P	0.00	118,969.03
				TOTAL	118,969.03

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

FACILITIES MGMT-
 JACKSON COUNTY TECH CENTER
 303 W. WALNUT
 INDEPENDENCE, MO 64050
 CHENDERSON@JACKSONGOV.ORG

Contact: COURTNEY HENDERSON
 Phone: 816-881-4418

DIRECTOR OF FINANCE / PURCHASING



Jackson County Courthouse Triage Controls wAHU33
Quote Prepared by Mark Hess
04/23/2021



PROPOSAL

Account Information

Bill To:

Quote Reference Number: 1-1AU1SZIH
Project Name: Jackson County Courthouse Triage Controls wAHU33
Site: JACKSON COUNTY
415 E 12TH ST
KANSAS CITY MO 64106-2706
Branch Info: JOHNSON CONTROLS KANSAS CITY MO CB - 0N42
Attn: Rick Gerla

Customer Information

Name: Rick Gerla

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$118,969.03

This proposal is valid through: 05/21/2021

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

- Benefits/Scope of Work:** Updates to improve visibility and reliability of chilled water control and minimize potential for coil freeze:
1. AHU controls/wiring
 - a. AHUs #17, 22-25, 28, 30, 31: Replace UNT controller with CGM controller in existing enclosure
 - b. AHUs #17, 22-25, 28-31, 42: Replace stat with adjustable temp sensor using existing wiring
 - c. AHUs #18, 20: Replace space sensor with adjustable temp sensor, pull new wiring
 - d. AHUs #12, 17, 22-25, 28-31: Disconnect stat wiring from CHW valve, land at new controller
 - e. AHUs #12, 17, 18, 20, 22-25, 28-31, 42, 44: Disconnect "wet switch" wire from fan interlock, bring back to new controller
 - f. AHUs #12, 18, 20, 33, 42, 44, 56: Replace AHU or DX9100 with CGM/XPM controllers in existing enclosure
 - g. AHU #33 replace existing DAT sensor, VFD, and disconnect
 2. AHU pneumatics
 - a. AHUs #12, 17, 29, 31, 56: Install electric actuators, pull new wiring from CHW valve, steam valve (AHU12 and 56), zone (AHU12) dampers, OA and MA damper actuators to new controller
 - b. Abandon pneumatic tubing in place
 - c. Replace CHW/steam valves only if required
 3. Provide (12) spare valve actuator kits M9208-GGA-3
 4. DP sensor and switches
 - a. Install one (1) DP sensor on 8M at AHU44, land at new panel
 - b. Install three (3) CHW pump DP switches, land at nearest panel
 5. Pull new BACnet comm wire from floor 3M to NAE in engine room
 - a. Only after documented asbestos abatement along riser
 6. Update UI graphics, provide controls as-built drawings

- Exclusions:**
1. Labor or material not specifically described above is excluded from this proposal.
 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
 3. Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute.. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
- 6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
- 9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.
- 10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform

services hereunder.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. *JCI as Processor:* Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. *JCI as Controller:* JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

21. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representation or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

22. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JACKSON COUNTY, MISSOURI
 PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER

This number must appear on all packing slips, shipping documents, packages and invoices.

PO - 1204 - 46633

Page Number
1 of 1

Purchasing Order Date
05/03/2021

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

SHIP TO FACILITIES MGMT-KC COURTHOUSE
 JACKSON COUNTY COURTHOUSE
 415 E 12TH STREET 3M
 KANSAS CITY, MO 64106
 CHENDERSON@JACKSONGOV.ORG, MO 64106

DELIVERY DATE: 04/27/2021

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

VENDOR PRO INSULATION
 8203 HICKMAN MILLS DRIVE
 KANSAS CITY, MO 64132

BUYER / PHONE NUMBER Barb J. Casamento 816-881-3253		ACCOUNT CODES		REQUESTED BY COURTNEY HENDERSON	
BID #		F.O.B. DESTINATION	DELIVERY INSIDE DELIVERY REQUIRED	REQ # RE-0321158090034198818-000	
Line No.	Quantity	Unit	Item Description	Unit Price	Amount
1	0.00		SERVICES, MISC. CHILLED WATER PIPING REMOVAL PER ATTACHED QUOTE 001-1204-56510-999-9999-21 This Purchase Order is issued under Section 1030.3 of Chapter 10 of the Jackson County Code. County Resolution No: 20648		59,990.00
				TOTAL	59,990.00

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

FACILITIES MGMT-
 JACKSON COUNTY TECH CENTER
 303 W. WALNUT
 INDEPENDENCE, MO 64050
 CHENDERSON@JACKSONGOV.ORG

Contact: COURTNEY HENDERSON
 Phone: 816-881-4418

DIRECTOR OF FINANCE / PURCHASING

4/29/2021



TO: Brian Gaddie/Howard Johnson
Jackson County Public Works Director

RE: Jackson County Courthouse- Insulation Removal from Chilled Water piping

Dear Brian,

We propose to furnish tools, materials, equipment, labor, and supervision to remove non Asbestos insulation on the chilled water piping for the Jackson County Courthouse project in Kansas City, MO based on assumptions made after walk thru with Rand construction and Jackson County Staff.

WE Include:

- Removal of non-asbestos insulation from chilled water piping in High Priority areas including NW pipe chase from 3M -6th floor and SE pipe chase from Basement to 3M, parking garage, basement and level 1M (horizontal piping)
- Removal of non-asbestos insulation from chilled water piping in lower priority areas including mechanical rooms and closet from ground floor through the 11th floor
- All non-asbestos pipe covering removed will be bagged and placed in a dumpster for disposal

Exclusions:

- Overtime labor, shift work, holiday pay
- Allowances for any unforeseen conditions or scope not shown during walk-thru
- Warranties for damaged insulation caused by others or re-work due to inspections by others
- Stenciling or labeling piping (extra pricing if required to do so)
- Temporary wrapping of piping or equipment
- Scaffolding or other high area access to piping (if necessary please add \$7,500 to pricing)
- Pro Insulation to use Rand Construction lift at no charge to Pro Insulation

High Priority Area Pricing: \$24,930.00

Low Priority area Pricing: \$11,960.00

48 Units removal items Pricing: \$23,100.00

Total Removal Pricing for all Areas: \$59,990.00

(Pricing good for 60 days)

**T&M Rates for labor per hour will be \$102.97 hour for journeyman*

**T&M Rates for all materials and equipment will be cost plus 15% mark up*

4/29/2021



Please contact me with any questions. We appreciate the opportunity to be bid your work.

Sincerely,

Pro Insulation, LLC

Kevin Hill

Kevin Hill

Project Manager

816-522-0204

Acceptance Date: _____

By: _____

Customer Name: _____

Title: _____

Attachment "A"

Standard Bid Terms and Conditions

- **PAYMENT.** Payments Terms are net 30 days unless specifically approved otherwise. Interest for late payment shall accrue at a rate of 18% per annum. If Progress Payments and/or Retentions are agreed upon, they will be paid to us in the amount equal to the percentage of completion approved by the Owner and Retentions shall be released within 60 days of completion of Pro Insulation work. Retention percentage no greater than the lesser of what the law allows or is withheld from you. We will be entitled to substitute securities for retention applicable to our work. Pay-if-Paid terms or conditions, and joint checks are not acceptable. If you direct us to proceed on changed work but have not issued a change order including the agreed price for the changed work, we have the right to include a reasonable amount for such work in our billing and to be paid therefore as part of the payment.
- **LAW, CODES, DESIGN.** We will perform our work in accordance with the law and codes but will not be required to identify and report violations of the law and codes contained in the design except as we become aware of them in the course of our work. Our duty to find and report or be responsible for the errors and defects in the work of others will be limited to those errors and defects as are sufficiently evident as to be found and reported by a contractor of ordinary skill and expertise for the type of work that is subject of this proposal.
- **SCHEDULE.** We will provide a detailed schedule of our activities, their logic with respect to other activities, their access requirements, and their durations, for incorporation in a mutually agreed upon construction schedule that is to be prepared in advance of construction. Such schedule will provide for completion of work precedent to our work by the dates set forth in the Construction Documents. Pro Insulation pricing is predicated upon our being allowed reasonable and adequate time to install our work. Overhead rough-in activities shall be allowed a reasonable duration prior to the commencement of any stud-wall erection. Other analysis services, including data processing, if required, are to be provided by others without cost to Pro Insulation.
- **INSURANCE.** We will provide comprehensive general liability insurance including bodily injury, property damage and completed operations with combined single limits not to exceed \$10,000,000. Pro Insulation excludes the cost of Builders Risk and

4/29/2021



appropriate related property insurance coverage. We would expect to a named incurred under such policies that may be provided by the Owner or General Contractor. This exclusion contemplates that the contract will contain a mutual waiver of subrogation rights as they relate to Builders Risk and/or other appropriate property insurance coverage for insurable losses which may be covered by such insurance programs.

- **CLEAN-UP / STORAGE.** We will clean up our own trash and debris on the job site. On site trash containers and removal of the trash from the job site shall be provided by others without cost to Pro Insulation. General Contractor to provide a clean, clear, accessible and safe work area. General Contractor will provide an adequate staging area within the construction job site for use by Pro Insulation for job site trailers and to store materials.
- **LIEN RELEASES.** Pro Insulation monthly Conditional Lien Releases (if required) shall be acceptable for all progress payments. We will provide an Unconditional Lien Release from Pro Insulation and any Conditional or Unconditional releases from lower-tier vendors and subcontractors only upon final payment.
- **BOND PREMIUMS.** Premiums for Performance and Payment Bonds, if required, shall be added to our contract amount, unless otherwise noted as included in bid amount. If a Bond is required, it must be requested prior to Notice to Proceed. If the request is not received timely, Pro Insulation may elect to not provide the Bond.
- **TEMPORARY FACILITIES.** We have assumed that electrical power, lighting, water, toilet facilities, watchmen, temporary heat, and ventilation will be provided without cost to Pro Insulation. We also require that on-site space for our job site office and storage of equipment and materials will be provided by others without cost to Pro Insulation.
- **HAZARDOUS MATERIALS.** We have not included any costs associated with discovery, abatement, monitoring, or removal of any hazardous materials that may be encountered during the construction of this project. *We assume that each trade, including Pro Insulation, will provide temporary ventilation as may be required to eliminate and/or mitigate respiratory hazards that may develop as a result of their construction operations.* We exclude all costs associated with any medical treatment or monitoring required because of exposure of our personnel to hazardous materials.
- **LABOR.** Our work will be performed by union craftsmen. Bid is based on work being performed during normal working hours at straight time rates. Cost of additional overtime, if directed, shall be reimbursed to Pro Insulation.
- **INDEMNIFICATION.** Pro Insulation will not indemnify anyone against their own negligence. Any indemnification required shall be predicated on a pro-rata basis with those entities who contribute to any action requiring such indemnification.
- **DELAY DAMAGES, BACK CHARGES, AND CLAIMS.** Each of us will be responsible to the other for unexcused delays due to our respective fault or within our respective reasonable control to avoid. Neither of us will assert or assess delay damages, back charges or claims against the other unless prompt written notice has been given to the other party of its default, and the default is not corrected within five (5) working days following receipt of written notice.
- **DISPUTES.** We will agree to be bound only by proceedings to which we have been a participating party. We will have the right to make claim against any entity that causes us damages during the course of the prosecution of our work. We will not be required to pay fees or back charges for events that are reasonably part of the contracting process such as missing meetings and re-submittals.
- **WARRANTY.** The warranty start dates will be established by system, area, and/or phase as Owner receives beneficial use of work.
- **EXCAVATION AND/OR DEWATERING.** We exclude costs associated with excavation, backfilling, dewatering, rock excavation, blasting, drilling or any other associated activities, unless, specifically noted elsewhere in this proposal.
- **GENERAL CONSTRUCTION.** We exclude costs associated with general construction work such as concrete, painting, structural steel, and fireproofing.



JACKSON COUNTY, MISSOURI
 PURCHASING DEPARTMENT
 415 EAST 12TH STREET
 KANSAS CITY, MISSOURI 64106-2706
 (816) 881-3267
 FAX: (816) 881-3268

PURCHASE ORDER	
This number must appear on all packing slips, shipping documents, packages and invoices.	
PO - 1204 - 46532	
Page Number 1 of 1	Purchasing Order Date 04/21/2021

SHIP TO FACILITIES MGMT-KC COURTHOUSE
 JACKSON COUNTY COURTHOUSE
 415 E 12TH STREET 3M
 KANSAS CITY, MO 64106
 CHENDERSON@JACKSONGOV.ORG, MO 64106

FEDERAL TAX EXEMPT NO. 43-91-0217K
 STATE SALES TAX EXEMPT SEC. 30 (10)
 ARTICLE 3, MISSOURI CONSTITUTION
 MISSOURI TAX I.D. 12495671

VENDOR INSCO ENVIRONMENTAL INC
 6902 MARTINDALE RD
 SHAWNEE, KS 66218

DELIVERY DATE: 04/27/2021

DELIVERY HOURS - MON TO FRI 8:00 AM - 4:00 PM

BUYER / PHONE NUMBER KEITH ALLEN 881-3248		ACCOUNT CODES		REQUESTED BY COURTNEY HENDERSON		
BID #		F.O.B. DESTINATION	DELIVERY INSIDE DELIVERY REQUIRED		REQ # RE-0321158090034198816-000	
Line No.	Quantity	Unit	Item Description		Unit Price	Amount
1	0.00		SERVICES, MISC. ASBESTOS SERVICE AT KCCH PER ATTACHED QUOTE 001-1204-56510-999-9999-9999-21 This Purchase Order is issued under Section 1030.3 of Chapter 10 of the Jackson County Code. County Resolution No 20648			85,588.00
					TOTAL	85,588.00

I CERTIFY THAT THERE IS A BALANCE OTHERWISE UNENCUMBERED TO THE CREDIT OF THE APPROPRIATION TO WHICH THIS REQUEST IS CHARGEABLE, AND A CASH BALANCE OTHERWISE UNENCUMBERED IN THE TREASURY TO THE CREDIT OF THE FUND FROM WHICH PAYMENT IS TO BE MADE, EACH SUFFICIENT TO MEET THE OBLIGATORY HEREBY AUTHORIZED.

Please Render Invoice To:

FACILITIES MGMT-
 JACKSON COUNTY TECH CENTER
 303 W. WALNUT
 INDEPENDENCE, MO 64050
 CHENDERSON@JACKSONGOV.ORG

Contact: COURTNEY HENDERSON
 Phone: 816-881-4418

DIRECTOR OF FINANCE / PURCHASING



WWW.INSOIND.COM

6902 MARTINDALE RD. • SHAWNEE, KS 66218 • TEL. 913.422.8001 • FAX. 913.422.8081

To: Jackson County Public Works
415 E. 12th Street
Kansas City, MO 64106

Date: April 1, 2021

Page: One of Five

Attn: Brian Gaddie

Job: Asbestos & Mold Remediation **Location:** Jackson County Court House KCMO

INSCO Environmental, Inc. (hereinafter designated as "CONTRACTOR") proposes to furnish all material and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

INSCO Environmental, Inc. (IE) is pleased to quote you on furnishing material, equipment, labor and supervision to perform asbestos abatement & mold remediation activities on the above referenced project. Our price is based on the laws and regulations in effect at the time of this proposal and the scope of work as described to IE.

This proposal is subject to the "Conditions" on the reverse side and the following Clarifications". The following Clarifications and/or Exceptions statements are to be included as part of any Contract resulting from this proposal. However, any Contract resulting from this proposal is subject to the mutually agreeable resolutions of the Terms, Clarifications and/or Exceptions.

Labor is based on working Monday through Friday, 8 hours per day, excluding weekends, holidays, and overtime time.

Onsite water and electricity shall be available to IE at no additional cost.

Our price includes General Liability Insurance (2,000,000/2,000,000 general aggregate coverage, true occurrence form) that specifically covers abatement work.

Asbestos containing waste will be disposed of as "Special Waste" and disposed of in a federal/state approved sanitary landfill and waste manifest will be provided.

All other waste streams will be recycled or disposed of as normal construction debris and disposed of in a federal/state approved sanitary landfill.

Should the CONTRACTOR's price be included in your bid, then CONTRACTOR's bid will be deemed to have been accepted.

Contract Price \$ See Page 2

INSCO Environmental, Inc.

Jerry Senter

Acceptance Date: _____

By: _____

Project Manager

By: _____

Title: _____

Customer Name: _____

By: _____

Title: _____

Approval Date: _____



Scope of Work and Pricing;

Asbestos & Microbial Remediation, Basement & Chases to 3M: \$34,200.00

Remove and disposal of the following asbestos/microbial containing materials from the basement mechanical area, and the chases from Ground floor to floor 3M, following Federal, State, and Local regulations.

- Install a negative pressure containment with HEAP Exhaust Units to scrub the air, in the work areas from the basement to floor 3M, with a remote shower decontamination unit located in the basement.
- Asbestos and/or Microbial contaminated insulation to be removed following gross abatement procedures.
- Remove pipe insulation with ACM/Microbial growth on piping running the basement to floor 3M. Approx. 310 LF
- Includes labor, material and equipment to perform this scope of work.
- Includes contractor compliance air sampling and report of analysis, by 3rd party firm.
- Notification as required to Kansas City Air Quality and fees.
- Work to be performed in 1 phase.

Floor 3M Piping Asbestos Abatement: \$9,500.00

Remove and disposal of the following asbestos/microbial containing materials from floor 3M Offices and hallway, following Federal, State, and Local regulations.

- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Remove pipe insulation with ACM/Microbial growth on piping from floor 3M. Approx. 40 LF & 6 Fittings
- Includes labor, material and equipment to perform this scope of work.
- Includes contractor compliance air sampling and report of analysis, by 3rd party firm.
- Notification as required to Kansas City Air Quality and fees.
- Work to be performed in 1 phase.

Floor 5 Expansion Piping Asbestos Abatement: \$1,600.00

Remove and disposal of the following asbestos/microbial containing materials from floor 5 Expansion Joints, following Federal, State, and Local regulations.

- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Remove pipe insulation with ACM/Microbial growth on piping from floor 5 Expansion Joints. Approx. 8 LF
- Includes labor, material and equipment to perform this scope of work.
- Includes contractor compliance air sampling and report of analysis, by 3rd party firm.
- Notification as required to Kansas City Air Quality and fees.
- Work to be performed in 1 phase.



Floor 9 Back of Combat Division Piping Asbestos Abatement: \$1,600.00

Remove and disposal of the following asbestos/microbial containing materials from floor 9 Back of Combat Division, following Federal, State, and Local regulations.

- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Remove pipe insulation with ACM/Microbial growth on piping from floor 9 back of Combat Division. Approx. 8 LF
- Includes labor, material and equipment to perform this scope of work.
- Includes contractor compliance air sampling and report of analysis, by 3rd party firm.
- Notification as required to Kansas City Air Quality and fees.
- Work to be performed in 1 phase.

Asbestos Abatement in Pipe Chases & Mechanical Room: \$11,600.00

Remove and disposal of the following asbestos/microbial containing materials from floor 5 Chase, floor 4 Chase, & 3M Mechanical room following Federal, State, and Local regulations;

- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Remove pipe insulation with ACM on piping from floor 5 Chase and floor penetrations above and below. Approx. 22 LF
- Remove pipe insulation with ACM on piping from floor 4 Chase and floor penetrations above and below. Approx. 20 LF
- Remove pipe insulation with ACM/microbial growth on piping from floor 3M Mechanical room. Approx. 54 LF
- Includes labor, material and equipment to perform this scope of work.
- Includes contractor compliance air sampling and report of analysis, by 3rd party firm.
- Notification as required to Kansas City Air Quality and fees.
- Work to be performed in 1 phase.

Contingency Allowance: \$25,000.00

For unforeseen costs or delays that may arise.

Payment & Performance Bond: \$2,088.00

Combined Base Bid Price: \$85,588.00



WWW.INSCOIND.COM

6902 MARTINDALE RD. • SHAWNEE, KS 66218 • TEL. 913.422.8001 • FAX. 913.422.8081

Clarification: Pricing is based on all line items being selected and one mobilization to complete the work.

Our Price **Excludes:**

- Tax
- MEP Cut & Cap
- Removal of any other unidentified items, other than those specified in this proposal.

IE is a union contractor. All abatement workers are required to have physicals and as a minimum will have OSHA 10-hour training. In addition, supervisors shall have Competent Person/OSHA 10-hour training.

We appreciate this opportunity and look forward to discussing any questions or clarifications that you may have regarding this proposal. Please do not hesitate to call me at (913) 422-8516



TERMS AND CONDITIONS

This proposal is subject to acceptance in writing within thirty (30) days of the date of this proposal, unless otherwise noted. Until both parties consummate a contract, we reserve the right to pass along price increases of our suppliers and subcontractors.

INSCO Environmental, Inc. reserves the right to withdraw its proposal any time before a formal contract is signed if INSCO deems credit risk is unacceptable.

Our standard terms of payment are net 30 days unless noted in this contract. Contracts extending longer than 30 calendar days in duration, progress payments will be made on the basis of percentage of work completed. Invoices on completed work that are not paid within 45 days of the invoice date will have interest charges added to them a 1 ½ percent per month beginning the 31st day from invoice.

The obligation of INSCO to complete this contract in an orderly fashion is contingent upon the absence of strikes, delays of carriers or suppliers or other conditions beyond InSCO's reasonable control.

This contractor agrees to warrant this project for one year from date of installation and to provide labor to repair or replace any material or equipment provided by us with manufacturing defects or faulty installation of same by our labor force. As this contractor relies on equipment and material manufacturer's warranties, defective parts or materials must be saved for their inspection to consummate a warranty claim. Suppliers reserve the right to determine if the defect can best be corrected by repair or replacement. This contractor does not warrant against any damages incurred due to system operation and maintenance of equipment in other ways than that specified by its manufacturer. The buyer will not be entitled to warranty service until contract is paid in full. All warranty work to be performed during normal working hours.

Title to equipment and material installed by this contractor will pass to the buyer when contracted work is fully paid. Equipment and material installed by this contractor may not be beneficially used until fully accepted.

All prior or supplementary agreements relating to this proposed contract are contained in this proposal. No other prior agreements are recognized unless they are contained herein. Any changes to this proposed contract must be executed in writing and accepted by InSCO.

Temporary services we require. We are to be furnished, without cost to us for service and energy, temporary construction services, adequate in full operation to provide safe, reasonable working conditions to our personnel, and to install, protect and test our work, unless otherwise agreed to by contract specification.

All labor quoted in this proposal (unless otherwise stated) is intended to be accomplished during regular working hours (Monday through Friday, 7:00 a.m. – 3:30 p.m.).

Owner is to supply all Hazardous Material Safety Data Sheets to this contractor where exposure is possible on this project prior to any start of work.

INSCO **will not** agree to "paid if paid" clauses in any contract agreement.

INSCO **will not** agree to any hold harmless agreements, indemnifications or waivers of subrogation on behalf of the architect or engineer. Also, INSCO can only indemnify the owner and general contractor with regard to incidents involving our work for which we are negligent. INSCO assumes no responsibility for full or partial negligence of the Owner, General Contractor and Architect/Engineer.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$1,686,062.00 within the 2021 General Fund to cover costs associated with the replacement and repair of plumbing and mechanical components of the chilled water system at the Downtown Courthouse.

RESOLUTION NO. 20648, April 12, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Facilities Management Division of the Public Works Department conducts standard and routine inspections of major building components at all County buildings as part of its preventive maintenance practices; and,

WHEREAS, when the chilled water system was discharged during a recent period of extreme cold temperatures to prevent freezing and rupturing, an inspection revealed that the system is not intact and is not capable of being recharged and placed into operation, and weak points in the components were identified that could cause system-wide failure; and,

WHEREAS, it is critical that the needed repairs be completed in the near term, so that the chilled water system can be fully functional in advance of summer's hot temperatures; and,

WHEREAS, the labor and parts for the repairs necessary to remedy this situation are available from existing County term and supply vendors; and,

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

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

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund 3% State Mandated Contingency 001-8003	56830- Contingency	\$1,686,062	
Fac. Mgmt Kansas City 001-1204	56510- Maint. & Repair- Buildings		\$1,686,062

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

APPROVED AS TO FORM:

 
Chief Deputy County Counselor County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20648 of April 12, 2021, was duly passed on April 12, 2021 by the Jackson County Legislature. The votes thereon were as follows:

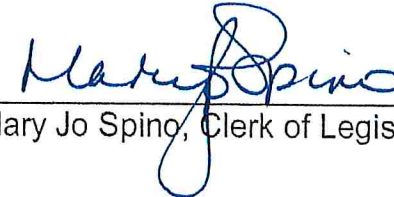
Yeas 9

Nays 0

Abstaining 0

Absent 0

4.12.2021
Date


Mary Jo Spino, Clerk of Legislature

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

ACCOUNT NUMBER: 001 8003 56830
ACCOUNT TITLE: General Fund
3% State Mandated Contingency
Contingency
NOT TO EXCEED: \$1,686,062.00

4/8/21
Date


Chief Administrative Officer