

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18238

Sponsor(s): Bob Spence

Date: August 12, 2013

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the award of a Contract for the Repair and Cleaning of Damaged Pipe Insulation at the McCune Home for the Facilities Management Department from New Horizons LLC of Kansas City, Missouri in an amount not to exceed \$36,558.00 under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0612-07, an existing government contract.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 619 1393 840"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$36,558.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$36,558.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$36,558.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 004-5104-58020, Special Road & Bridge, Non-Departmental, Buildings and Improvements</td> <td>\$36,558.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$36,558.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$36,558.00	Amount budgeted for this item * (including transfers):	\$36,558.00	Source of funding (name of fund) and account code number: 004-5104-58020, Special Road & Bridge, Non-Departmental, Buildings and Improvements	\$36,558.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>An inspection of McCune Home found damaged pipe insulation and the insulation is an asbestos containing material which needs to be abated. The proposal from New Horizons is for repairing the damaged and/or deteriorated insulation and cleaning any contamination that exists. The process does not remove the insulation; it encapsulates the material rendering it harmless.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a contract for the Repair and Cleaning of Damaged Pipe Insulation at McCune Home for the Facilities Management Department to New Horizons LLC of Kansas City, Missouri in an amount not to exceed \$36,558.00 under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0612-07, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of this contract due to the higher volume discount offered to larger government entities.</p>										
<p>CLEARANCE</p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	The proposal from New Horizons and the appropriate pages of the City of Kansas City, Missouri's Contract No. EV0612-07	
REVIEW	Department Director: <i>Earl Newill</i>	Date: <i>8-5-13</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Deborah S Ball</i>	Date: <i>8-6-13</i>
	Division Manager: <i>[Signature]</i>	Date: <i>8/6/13</i>
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: August 6, 2013

RES # 18238

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
General Fund - 001		
<u>5101 - Non-Departmental</u>	<u>58020 - Buildings and Improvements</u>	<u>36,558</u>
_____	_____	_____
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Total	_____	<u>36,558</u>

Alexander S Ball 8-6-13
Budgeting



July 29, 2013

Craig Mosher
Jackson County
415 East 12th Street
Kansas City, Missouri 64106

Re: Asbestos Abatement
McCune Juvenile Center
21001 East 24 Highway
Independence, Missouri

Dear Mr. Mosher,

New Horizons Enterprises, LLC (New Horizons), a certified Woman-Owned Business, is pleased to submit the following bid for abatement and disposal of asbestos containing materials at the above referenced property.

SCOPE OF WORK

New Horizons has included two options, one for removal of up to 1,650 linear feet of asbestos containing pipe insulation along with the cleaning of the tunnel/boiler room. This will be completed using glove bag procedures in accordance with Missouri State asbestos regulations. The second option is just for the cleaning to create a safe environmental for others to enter. New Horizons has included electrical and water access for both options.

New Horizons will provide third party air monitoring during abatement and post-abatement. All work will be performed using prevailing wages.

EXCLUSIONS

The following are specifically excluded from this project:

- Removal of any asbestos abatement outside the Scope of Work as defined herein
- Removal of any hazardous material, whether contaminated with asbestos or not
- Replacement of fixtures moved to access asbestos
- Replacement of any asbestos materials removed
- Adherence to Specifications or Procedures submitted to New Horizons after proposal submission
- Cost or conditions caused by delays by others beyond New Horizons' control
- Bid, Performance, and/or Payment Bonds

Mr. Mosher
July 29, 2013
Page 2 of 2

OWNER/AGENT RESPONSIBILITIES

The Owner or his designated agent is responsible for providing to New Horizons the following:

- Staging areas for equipment
- Parking for work force

TERMS OF PAYMENT

Payment will be net 30 days upon substantial completion. The client will pay 1.5% per month interest penalty for any part of the month and for any amount for which the payment becomes past due. Substantial completion is defined as complete visual removal of asbestos materials.

Removal and Cleaning \$46,464.00
(Includes up to 1,650 linear feet and cleaning of the tunnel and boiler room)

Cleaning \$29,058.00
(Includes cleaning of the tunnel and boiler room)

Air monitoring \$500.00 per day
(New Horizons is estimating 15 working day)

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (816) 569-5256. New Horizons will proceed with this work upon your written authorization.

Sincerely,



Stephanie Isaacson
President
New Horizons Enterprises, LLC

ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. **New Horizons Enterprises, LLC** is authorized to proceed with the work as specified.

Accepted by:

Printed Name

Signature

Title

Company

Date

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

General Services Department

**Procurement Services Division
Contract Administration Office**

17th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

Fax: (816) 513-2812

July 12, 2012

Ms. Stephanie Isaacson
New Horizons Enterprises, LLC
P.O Box 681183
Kansas City, MO 64168

Re: Project No: EV0612-07 – Environmental Services

Dear Ms. Isaacson:

Enclosed is a fully executed copy of the Contract Amendment No. 3 for the subject project. This letter is the official notice to proceed on September 1, 2012.

Please direct all questions regarding this Contract to me at (816) 513-1163.

Sincerely,

Delois Moore
Senior Buyer

cc: Project File No. EV0612-07

AMENDMENT NO. 3

CONTRACT NO. EV0612-07 – ON CALL ENVIRONMENTAL SERVICES

CITY OF KANSAS CITY, MISSOURI

This amendment is between **KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation (City), and **NEW HORIZONS ENTERPRISES, LLC** (Contractor). The parties amend the Contract No. EV0612, as follows:

Sec. 1. Sections Amended. The Contract is hereby amended as follows:

A. Paragraph (b) of **Sec. 2. Initial Term of Contract and Additional Periods** is hereby deleted and replaced with the following Paragraph (b):

(b) **Renewal Terms.** The City, in its sole discretion, shall have the unilateral right to renew this Contract for up to five additional one year periods at any time prior to the expiration of the initial term or any subsequent term. The City, in its sole discretion, has exercised its right to renew this contract for the following renewal terms:

- (1) September 1, 2010 through August 31, 2011.
- (2) September 1, 2011 through August 31, 2012.
- (3) September 1, 2012 through August 31, 2013.

B. The following Paragraphs 5, 6 and 7 are added to **Sec. 20. Insurance**.

5. **Environmental Liability Insurance.** If applicable, this insurance shall protect Contractor, and City and Consultants as additional insureds, against claims for injuries to members of the public and damage to the property of others resulting from environmental impairment. The liability limits of the environmental policy shall not be less than \$2,000,000.

6. **Asbestos Liability Insurance.** If applicable, this insurance shall be an "occurrence" policy and shall protect Contractor, and City and Consultants as additional insureds, against all claims arising from bodily injury, sickness, disease or death of any person other than the Contractor's employees arising out of any act related to asbestos abatement work. The liability limits for bodily injury and property damage shall be not less than:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

7. If Contractor provides Environmental or Asbestos Liability Insurance through a Subcontractor, Contractor shall contractually require the Subcontractor to include City, and Consultants as additional insureds in the Subcontractor's policy. Contractor shall deliver to City, prior to the start of any Work at the Project Site, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. Contractor shall contractually require its Subcontractor to defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Subcontractor or Subcontractor's agents, regardless of whether or not caused in part by any act or omission, including negligence, of City.

Contractor must provide evidence that this requirement has been complied in accordance with the provisions of this Contract.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect. *3 curd*

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: July 2, 2012

By: *Sephia Boech*
Title: President

Date: 7/5/12

KANSAS CITY, MISSOURI

By: *Jonnie R. Hendrix*
Title: Jonnie R. Hendrix
Manager of Contract Administration
Procurement Services Division

Approved as to form:

[Signature]
Assistant City Attorney

*RECEIVED
CITY OF KANSAS CITY
JUL 10 2012*



CERTIFICATE OF LIABILITY INSURANCE

NEWHO-3 OP ID: JS

DATE (MM/DD/YYYY)

07/02/12

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 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 Schifman, Remley & Assoc., Inc 5201 Johnson Drive, Suite 500 Mission, KS 66205 Randy J. Larsen	913-831-1777	CONTACT NAME:	
	913-831-4730	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : American Safety Indemnity Co	25433
		INSURER B : Hanover Insurance Company	22292
		INSURER C : American Interstate Ins. Co.	31895
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ENV0286221102	03/31/12	03/31/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLLUTION		CLAIMS MADE			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		OCCUR EXCT MOLD-CLAIMS			PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		AWK8168892	03/31/12	03/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> CA9948		SURETY VERIFIED BY: <i>Dellaw Moore</i> 7/3/12			\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	ENU0286281102	03/31/12	03/31/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AVWCNE2068992011	11/10/11	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Contract #EVO612-07-On Call Environmental Services - Certificate Holder and Design Professional and any other entities named in 00800 SCs are named as primary, noncontributing additional insureds including products and completed operations, excluding Work Comp/Employers Liability & Professional Liability. Waiver of subrogation applies as allowed by law. (The policies

CERTIFICATE HOLDER KCMISSO CITY OF KANSAS CITY, MO CITY HALL 17th FLOOR 414 EAST 12th STREET KANSAS CITY,, MO 64106	CANCELLATION 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 <i>Janice A Spake</i>

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