

Request for Legislative Action

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20703
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	6/21/2021

Introduction
Action Items: ['Transfer']
Project/Title:
Requesting a transfer of \$1,275,212 from the General Fund – State Mandated Contingency to cover costs associated with additional repairs and replacement of plumbing and mechanical equipment associated with chilled water system within the Downtown Courthouse.

Request Summary
<p>In early April, a transfer of funds was approved to begin emergency improvements to the Downtown Courthouse chilled water system. As you are aware, the chilled water system is necessary to produce air conditioning within the facility. To date, the project is going well and is currently on schedule for testing, completion and returning to service in late June. Unfortunately, the amount of damaged pipe and equipment was more extensive than originally planned.</p> <p>As discussed in previous testimony, it was the expectation that additional plumbing and mechanical services may be required to complete the chilled water system improvements once the system was uncovered and visible for full inspection. As the original work progressed, it was apparent that a reasonable amount of damaged pipe was not evident during our initial investigation. In order to return the system to service with a reasonable level of integrity and confidence, it is a necessity that this additional pipe be replaced.</p> <p>Rand Construction will continue to provide the plumbing and mechanical improvements. Many of the services provided will be identical to the previous plan. In some cases, the damaged sections of pipe can be improved in place by removing the corrosion and sealing them with a pipe grade epoxy. This technique and others are being utilized to increase the overall system integrity while maintaining the aggressive schedule developed. In addition to Rand's service extension request, the scope for Pro Insulation and Inscos Environmental has increased. This is due to the symbiance between the piping demo and install, the insulation applications and the abatement processes.</p> <p>The total cost for additional services is not expected to exceed \$1,275,212. Funds are requested to be transferred from the General Fund - State Mandated Contingency and will be used to procure services in the same manner as prior. Rand Construction will be operating under the terms and condition of their existing Term and Supply contract while Pro Insulation and Inscos will be operating under the emergency services declaration. Barring any systemic failures that could occur during the hydronic testing phase, it is our expectation that all improvements will be completed on schedule and will be delivered on June 25th.</p>

Request for Legislative Action

Contact Information			
Department:	Public Works	Submitted Date:	5/27/2021
Name:	Brian Gaddie	Email:	BGaddie@jacksongov.org
Title:	Director of Public Works	Phone:	816-881-4496

Budget Information			
Amount authorized by this legislation this fiscal year:			\$1,275,212
Amount previously authorized this fiscal year:			\$1,686,062
Total amount authorized after this legislative action:			\$2,961,274
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	8003 (3% State Mandated Contingency)	56830 (Contingency Fund)	\$1,275,212
Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	1204 (Fac. Mgmt Kansas City)	56510 (Maint. & Repair - Buildings)	\$1,275,212

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20648	April 12, 2021

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

Compliance

Request for Legislative Action

Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Emergency contract	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Construction projects over \$75000	['Utilizes Term and Supply contract']

Fiscal Information
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

History
<p>Brian Gaddie at 5/27/2021 5:08:16 PM - [Submitted]</p> <p>Department Director: Brian Gaddie at 6/1/2021 10:22:24 AM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 6/1/2021 12:42:14 PM - [Approved]</p> <p>Audit: Katie M. Bartle at 6/1/2021 2:32:11 PM - [Approved]</p> <p>Finance (Budget): Mark Lang at 6/3/2021 10:57:18 AM - [Returned for more information This RLA will need to show a transfer to one or your operating accounts. The previous RLA for this transferred the funds to 001-1204-56510.]</p> <p>Submitter: Brian Gaddie at 6/3/2021 11:37:36 AM - [Submitted Revised transfer as suggested.]</p> <p>Department Director: Brian Gaddie at 6/3/2021 11:59:49 AM - [Approved]</p> <p>Finance (Purchasing): Barbara J. Casamento at 6/3/2021 1:38:38 PM - [Approved]</p> <p>Audit: Katie M. Bartle at 6/3/2021 2:50:39 PM - [Approved]</p> <p>Finance (Budget): Mark Lang at 6/4/2021 1:29:17 PM - [Approved Fiscal note has been attached.]</p> <p>Executive: Sylvya Stevenson at 6/7/2021 8:44:12 AM - [Approved]</p> <p>Legal: Elizabeth Freeland at 6/16/2021 10:20:47 AM - [Approved]</p>



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



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Jackson County Courthouse
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Professionally,

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

Hon. Frank White, Jr., Jackson County Executive

Brian/Rick,

Per your 5/14/21 request, Rand reviewed additional areas of the chilled water system after Jackson County's insulation and abatement subcontractors removed existing insulation and asbestos abatement.

There are additional areas of the system that need attention with new isolation valves needing to be installed before Rand can perform a hydro test. Once the insulation was removed, we could then examine the extent of the exterior deterioration of some of the piping. The new isolation valves need to be installed into piping sub-mains branching off to different tunnels or chase ways in order to isolate the building by floor, quadrants and or areas. This will greatly aid in future renovations, upgrades and/or mitigate any damages from unforeseen leaks on parts of the system. Please note that we cannot inspect existing piping in walls, ceilings, tunnels, etc. that is still covered by insulation and not visible to us. *This being said, additional piping repairs/replacements will probably be necessary. The 5/12/21 pricing recently sent only covers the extent of known conditions at this point in time.*

Several factors have caused deterioration to the exterior of the carbon steel chilled water piping such as damage to the insulation vapor barrier, the wrong type or size of insulation installed or in some locations no insulation installed at all. With the system running below ambient temperature and dew point increases the piping to condense and then ultimately oxidize/rust. As the piping lays in the condensation, it continues to rust and deteriorate even while the building is not in cooling mode. Rand located several areas where the piping was still wet from the system operating last year. The basement has suffered a lot of damage from high exposure to moisture. This could possibly and probably ultimately related to the water main break/flood and multiple steam leaks throughout the years.

Below is a list of the recently priced work per our 5/12/21 proposal including the area that its located in and a brief description of why the work is needed.

-Piping from the mains thru shut off valves to copper piping at AHU-
1,2,3,4,5,8,9,10,11,14,15,16,17,19,20,21,26,27,30,32,33,36,37,38,39,40,41,48,49,56 needs replaced.
Piping is rusted very bad on the outside and a lot of the first shut off valves for the AHU's do not close completely allowing water to leak by.

-Add new shutoff valves to CHWS/R main branch piping in basement to the following number of pairs and line/valve size; 1-2 ½", 1-3", 3-4" 1-10"

-Replace 8" and 10" CHWS/R mains in main area of basement. Piping is pitted very bad under removed insulation and asbestos and removal of old 4 way cross to the old chiller that collected sediment, mud and restricted chilled water flow.

-Replace 4" CHWS/R off of 8" mains going up thru floor in closet south of west elevator in parking garage. When this piping insulation was uncovered about an 1/8" of the outer layer of the pipe fell off with the insulation removal.

-Replace 3" CHWS/R off of 8" mains feeding SW tunnel. Again, when piping insulation was removed at the mouth of the tunnel approximately half of the piping wall fell off with the insulation removal.

-Replace 3" CHWS/R risers from 5M thru 6 to 6M moving taps to AHU-22 & 28 out of the ceilings and into the machine rooms and re-pipe AHU's-18,22 & 28. This will require removal and replacement of the wall and ceiling on the 6th floor. We did not see a leak on piping from 5M down to 3M in this area and would like to eliminate any piping in this area above the plaster ceiling if we can.

-Replace NE 4", 2 ½", 1 ½" CHWS/R piping and hanger system running west on 3M. This line has a previous repair on the bottom side made by others and the hangers are inside of the vapor barrier of the insulation. Piping is rusted very badly on the bottom side and still wet in places underneath the insulation.

-Remove one 8" and two 6" dead legs on CHWS/R in chilled water pump room on 8" supply and return header. These were found full of mud and debris and will cause problems during cleaning, flushing and future maintenance.

-Replace hangers, insulation inserts and protective shields on CHWS/R 6",8" and 10" mains basement and sub-basement level. These hangers and supports were either damaged during the water main break and flood when the floor heaved, high humidity levels or installed incorrectly and need to be corrected for a proper insulation installation, vapor barrier and proper support of the piping.

-Replace hangers on 3" and 4" CHWS/R piping that asbestos was abated from. Old hangers are corroded, missing and inside the insulation vapor barrier.

-Replace riser clamps on CHWS/R risers south of west elevators from floors G thru 8. Supports are corroded and insulation cannot be fully sealed.

-Add Electro Magnetic side stream filter in CHW pump room. This will eliminate suspended iron from the water in the system ensuring equipment longevity.

-Replace 1 ½" CHWS/R FCU piping from 3 thru 3M to 4 center meeting area. This piping is rusted very badly and this small bore pipe is thin.

-Remove all rust and scale from CHWS/R piping sub-basement, basement, SW 4" risers from B to 8th floor and all CHW piping abated on 3M then apply two coat epoxy primer to the pipe. This piping is rusted but appears to be serviceable. *By doing this will ensure no more corrosion will take place on the outside of the pipe and is a much faster and more economic way for Jackson Co. to address this part of their chilled water system rather than removing and replacing all of this piping.*

Re: the plate and frame exchanger, which takes chilled water from Vicinity and in turn chills water to be circulated in the courthouse, looks to be original at 25 years old. These are usually serviced every 5 years. There is no record of any such maintenance or service on this unit. With all the work completed and this unit failing, there will still be no cooling in the building. We would also highly recommend Rand servicing this exchanger for reliability and efficiency. Pricing for this was presented (separately) to Jackson Co. earlier today and we provided two options to the county for their review. *We highly recommend this piece of equipment gets overhauled as it is well overdue.*

Please let me know if any further explanation is needed on this additional work and just to reiterate, this is known work to date that needs to be addressed and other additional work will more than likely be required as the insulations/abatement work progresses by Jackson County's subcontractors.

**Thanks,
Fred**



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

Date: May 12, 2021

To: Jackson County

Attn: Brian Gaddie / Rick Gerla

RE: Jackson County Courthouse – Additional Mechanical Scope
415 E. 12th St.
Kansas City, MO 64106

Brian / Rick,

Please see the below Added Mechanical Scope over & above initial Jackson County PO#BL-1204-45000 for Jackson County Courthouse for the lump sum amount of **\$1,017,265**.

Pricing based on the following:

Includes:

1. New AHU Piping – 11th Floor – Ground Floor
 - a. New piping from mains to copper with new shutoff valves. (Original scope was only handle extensions on good valves and new vent and drain valves)
2. Add shutoff valves to piping feeding tunnels in basement with drain valves past shutoffs. 1 pair 2-1/2", 1 pair 3", 3 pair 4", 1 pair 10"
3. Replace 8" & 10" CHW mains in basement. They are pitted very badly after removal of Fiberglass Insulation & Asbestos insulation
4. Replacement of 4" mains feeding 4" risers South of West elevators that are rusted very badly.
5. Replacement of 3" mains feeding 5@ tunnel that are rusted very badly
6. Replacement of risers NW chase from 5M through 6 to 6M. Move AHU taps from above ceiling into machine room. Re-piping AHU's -18, 22, 28 & removal/replace walls & ceilings in this area.
7. Replace 4", 2-1/2", 1-1/2" piping on 3M which are rusted very badly
8. Remove 8" & 6" dead legs on CHW S/R mains in pump room that are full of mud and rust and would trap air & dirt in the future.
9. Replace Hangers on 6", 8", & 10" CHW S/R mains in basement. Some damaged from water main break & floor heaving, others are incorrect size and have crushed inserts & others are corroded beyond use.
10. Replace Hangers on M on 4" & 3" piping after Asbestos abatement as old hangers are corroded and touching the piping.
11. Replace riser clamps on risers from Basement to 8th floor on one set of risers 4" down to 3"
12. Add Electric Magnetic Filter
13. Replace 1-1/2" FCU piping from 3 through 3M to 4 which are rusted very badly
14. Wheel abrate & Z-coat epoxy basement mains and risers from Basement to 8 & 3M
15. Includes all necessary scaffold to accomplish this added work
16. Includes all necessary rigging/hoisting to accomplish this added work

Excludes:

1. Removal of remaining Insulation needing replacement
2. Asbestos Abatement of known areas



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3. Insulation replacement
4. Unknown / Unforeseen conditions
5. All concrete work (unless noted otherwise)
6. Core Drilling (reuse existing floor & wall penetrations)
7. Saw Cutting (none needed)
8. X-Ray Floors & Walls
9. Any / All unknown repairs / replacements as a result of Hydro-Testing
10. Temporary utilities
11. Fire protection
12. Roofing Cutting / Roof Flashing
13. Electrical work, ancillary wiring & low voltage control wiring
14. Repair / Replacement of AHU's or Coils
15. Sales / Use / Remodel Taxes
16. Permits
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. Dumpsters (by owner)
21. Design fees and / or Stamped Drawings
22. Structural work and supports
23. Commissioning/ commissioning assistance/ all commissioning paperwork
24. Seismic
25. BIM Modeling
26. Duct Cleaning
27. All Plumbing Work
28. All Ductwork
29. Testing / Adjusting / Balancing
30. 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

Cc:Fred T
Nate W
Josh M



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

Date: May 21, 2021

To: Jackson County

Attn: Brian Gaddie / Rick Gerla

RE: Jackson County Courthouse – Heat Exchanger Rebuild
415 E. 12th St.
Kansas City, MO 64106

Brian / Rick,

Per our previous letter dated May 14, 2021 and recent discussions, as requested below is the proposal for the new plate pack and gaskets for the chilled water heat exchanger. As mentioned before the current lead time is 14-16 working weeks.

Scope Of Work

- Order all new plates and gaskets (307) total
- Disassemble the chill water heat exchanger and install new plates & gaskets
- Install new plate pack and gaskets
- Hydro test new assembly
- Install new rubber insulation to match existing
- Return heat exchanger to normal service
- Retain any good plates for future use

Excludes:

- Taxes
- All hazardous material handling, asbestos, and lead paint abatement
- Items not specified above
- Expedite Fees
- Frame replacement

\$85,723.00

NOTE: This proposal is valid for (15) days from date of issuance & contingent upon Rand Construction Company entering 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.

Michael Schram
HVAC Service Manager



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

Date: May 14, 2021

To: Jackson County

Attn: Brian Gaddie / Rick Gerla

RE: Jackson County Courthouse – Heat Exchanger Rebuild
415 E. 12th St.
Kansas City, MO 64106

Brian / Rick,

As we continue to move through the chilled water piping repairs and/or replacement, we wanted to address the chilled water heat exchanger. The heat exchanger is the main component for the cooling of the entire facility, receiving chilled water from Vicinity & cooling the building loop.

The heat exchanger is vintage 1997 and should have been taken down and inspected with new gaskets installed and plates cleaned or replaced as needed. Based on the sludge materials and condition of the chilled water distribution piping we presume this heat exchanger is a huge liability to Jackson County. The heat exchanger will inevitably fail or develop problems based on its age and the proposed service will capture a significant return on the investment via efficiency losses.

Fouling of the plates themselves greatly reduces flows and heat transfer properties and derates the heat exchanger resulting in large efficiency losses and in turn resulting in greater energy costs. One we complete all the chilled water piping work and the heat exchanger develops a leak on one of the aged plates or gaskets, chilled water production and cooling will again be shut down.

Below are two options for consideration re: the heat exchanger. Disassemble the heat exchanger and chemically clean and inspect each plate. Install new gaskets then reassemble and pressure test the exchanger. The other option would be to replace the entire plate pack in the heat exchanger and install new gaskets and retain any good plates from the old pack for future service. The plates could then be rotated on a service schedule every 5 years or as dictated by flow and thermal losses.

Current lead times for new plates are 14-16 weeks. We've requested the option to expedite for an additional fee and will advise as soon as possible. The intent would be to fund either of the options under the current project as an addition so it would be funded now. Should the lead times improve to an acceptable date, the facility could remain on temporary cooling until the repairs are completed. If the lead time is too great, the order can be in place and the work can be completed in the fall. Having the plates and gaskets or at a minimum the gaskets on order will lessen the risk of catastrophic failure.



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

Date: May 13, 2021

Attn: Howard Johnson

Page: One of Four

Job: Asbestos Abatement- Chilled Water Repairs **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:

Proposal

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: _____

By: _____

Title: **Project Manager**

Customer Name: _____

By: _____

Title: _____

Approval Date: _____



Scope of Work and Pricing;

Change Order Request #01: \$57,200.00

Remove and disposal of the following asbestos/microbial containing materials following Federal, State, and Local regulations from the locations outlined below.

- Remove pipe insulation with ACM/Microbial growth on piping from floor 3M Chilled Water Supply & Return Piping. Approx. 472 LF \$51,920
- Remove pipe insulation with ACM/Microbial growth on piping from floor 7M Chilled Water Supply & Return Piping. Approx. 40 LF \$4,400
- Remove pipe insulation with ACM/Microbial growth on piping from ground floor Garage at AHU Chilled Water Supply & Return Piping. Approx. 8 LF \$880
- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Includes labor, material, disposal 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.

Change Order Request #02: \$37,620.00

Remove and disposal of the following asbestos/microbial containing materials following Federal, State, and Local regulations from the locations outlined below.

- Remove pipe insulation with ACM/Microbial growth on piping from floor 7 Chilled Water Supply & Return Piping. Approx. 8 LF \$880
- Remove pipe insulation with ACM/Microbial growth on piping from floor 4 S/W Chase Chilled Water Supply & Return Piping. Approx. 4 LF \$440
- Remove pipe insulation with ACM/Microbial growth on piping from floor 8 S/W Chase Chilled Water Supply & Return Piping. Approx. 20 LF \$2,200
- Patch & Repair Chilled Water Supply & Return ACM pipe insulation at floor 4M S/W, that is damaged to make safe to work around. \$500
- Build negative pressure containment in the chase from 3M to Ground floor, to remove ACM from damaged steam line to make safe for other trades to work around. 84 LF \$9,200
- Remove damaged ACM steam pipe insulation in the Basement, to make safe for other trades to perform new Chilled Water pipe installation. 125 LF \$13,750
- Remove the balance of damaged ACM steam pipe insulation above the Heat Exchanger in the Basement. 54 LF \$5,940
- Remove the additional Chilled Water ACM pipe insulation from the Basement. 30 LF \$3,300
- Remove pipe insulation with ACM on piping from floor 5 Division 13 Chase Chilled Water Piping. Approx. 3 LF \$330
- Remove pipe penetration insulation with ACM on piping from floor 5M S/W Chase Chilled Water Piping. Approx. 2 LF \$220
- Remove pipe insulation with ACM on piping from floor 5M S/E Chase Chilled Water Piping. Approx. 4 LF \$440
- Patch & Repair Chilled Water Supply & Return ACM pipe insulation at floor 7 S/W, that is damaged to make safe to work around. \$420
- Remove pipe insulation with ACM on piping from floor 1M AHU #7 Chilled Water Piping. Approx. 3 LF \$330



- Asbestos and/or Microbial contaminated insulation to be removed following Glove Bag abatement procedures.
- Includes labor, material, disposal 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.

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.

5/6/2021



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

RE: Jackson County Courthouse- Insulation Extras #1, #2, Hydro

Dear Brian,

We propose to furnish tools, materials, equipment, labor, and supervision to install the insulation for the chilled water piping and hangers for the Jackson County Courthouse Change Order #1 project in Kansas City, MO based on assumptions made after walk thru with Rand construction and Jackson County Staff.

WE Include:

- (#1) Extra work for chilled water supply/return on 3M (Fiberglass Pipe Covering) and hanger rods exposed (elastomeric rubber) approximately 490 lf.
- (#1) Extra work for chilled water supply/return in garage area (Fiberglass Pipe Covering) and hanger rods exposed (elastomeric rubber) Approximately 24 lf.
- (#1) Extra work for chilled water supply/return on 3M (Fiberglass Pipe Covering) and hanger rods exposed (elastomeric rubber) approximately 36 lf.
- (#2) Extra work for 3M back carpenters office for 2" chilled water supply/return (fiberglass with ASJ) Approximately 90 lf. and 6- 90's
- (#2) Extra work for 3M East wall run for 4" chilled water supply/return (fiberglass with ASJ) Approximately 90 lf. and 4- 90's
- (#2) Extra work for 3M East wall run for 2" chilled water supply and return (fiberglass with ASJ) approximately 60 lf.
- (#2) Extra work for garage from janitor's closet to elbow before AHU for 2" chilled water supply and return (fiberglass with ASJ) approximately 90 lf.
- (#2) Extra work on 10M 1 ½" piping for AHU (fiberglass with ASJ) approximately 150 lf
- (#2) Extra work basement ½" copper lines to maintenance office (¾" elastomeric rubber) approximately 60 lf

We Exclude:

- 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 (unknown scope that may occur during testing, further inspections, etc.)
- Stenciling or labeling piping (extra pricing if required to do so)

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- Temporary wrapping of piping or equipment
- Pro Insulation to use Rand Construction lift at no charge to Pro Insulation
- **Install Price (#1) Extras: \$17,406.00**
- **Install Price (#2) Extras: \$19,998.00**
- **Install Price After 6-5-21 Hydro Test Extra Insulation: \$40,000.00**
- **Total Extras Pricing: \$77,404.00**

See T&M Rates for further unknown scope

(Pricing good for 30 days) due to volatile material markets

**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*

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

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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.

- **CHANGES.** Change orders will be based on a lump sum derived from an estimate or actual time and actual material evidenced by supporting documents. We will grant you the right to audit the documents supporting time and material work but will not grant audit documents on which lump sum work is based.
- **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 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

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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.