

CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT (PHASE TWO)
PROJECT NO. 07P22025-02 CITY HALL GARAGE AND
SOUTH PLAZA RESTORATION PROJECT (CM@RISK)
GENERAL SERVICES DEPARTMENT
CONTRACT AMENDMENT NO. 1

This CONTRACT AMENDMENT is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (OWNER or City), and McCownGordon Construction, LLC., (Contractor). The parties amend the Contract entered into on **June 9**, 2022, as follows:

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

Add the following section: Sec. 1. C. CONTRACT DOCUMENTS FOR GENERAL CONSTRUCTION SERVICES - PHASE 2:

Sec. 1. C. CONTRACT DOCUMENTS FOR GENERAL CONSTRUCTION SERVICES - PHASE 2

The Contract Documents are amended as follows:

1. Add the attached Document 00005 CERTIFICATIONS as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
2. Delete Document 00010 TABLE OF CONTENTS in its entirety and replace with the attached Document 00010 TABLE OF CONTENTS as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
3. Delete Document 00015 LIST OF DRAWINGS in its entirety and replace with the attached Document 00015 LIST OF DRAWING as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
4. Delete Document 00410 BID FORM PRICE SUBMITTAL in its entirety and replace with the attached Document 00410 BID FORM PRICE SUBMITTAL as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
5. Add the attached Document 00411 ITEMIZED PRICES FORM as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
6. Add the attached Document 00413 ALLOWANCE FORM as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
7. Add the attached Document 00420 ALTERNATES as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
8. Delete Document 00800 SUPPLEMENTARY CONDITIONS in its entirety and replace with the attached Document 00800 SUPPLEMENTARY CONDITIONS as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
9. Add the attached Document 00910.01 ADDENDA - PHASE 1 ADDENDA NOS. 1 THROUGH 7 as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.

10. Add the attached Documents DIVISION 01 – GENERAL REQUIREMENTS, Sections 011000 through 017900 as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
11. Add the attached Documents DIVISION 02 – EXISTING CONDITIONS through DIVISION 33 – UTILITIES, including all numbered Sections under each DIVISION, as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.
12. Delete the DRAWINGS in their entirety and replace with the attached DRAWINGS as listed, described, and ordered on the attached Document 00015 LIST OF DRAWINGS.
13. The Guaranteed Maximum Price document from which the Final Guaranteed Maximum Price (FGMP) was developed is attached in **EXHIBIT A**, for reference only. This document details assumptions on which the FGMP was developed.

Delete and replace the following section: Delete Sec. 2, Paragraph B. GENERAL CONSTRUCTION SERVICES - PHASE 2, Subparagraph 3, and replace with the following Sec. 2, Paragraph B. GENERAL CONSTRUCTION SERVICES - PHASE 2, Subparagraph 3:

3. If CITY shall exercise its option for Phase 2 Work, CM@Risk shall in accordance with the Contract Documents perform the Work and be paid. The Phase 2 Contract Price includes:
 - a. **FINAL CM FEE** **\$340,000.00**
 - b. **CM GC PRICE** **\$1,596,015.00**
 - c. **DIRECT COST** **\$14,831,974.00**
 - d. **CONSTRUCTION RISK AND CONTINGENCY** **\$648,828.00**
 - e. **FINAL GUARANTEED MAXIMUM PRICE (FGMP)** **\$17,416,817.00**

The following documents are attached:

Exhibit A – FGMP Document titled “KCMO CITY HALL GARAGE AND SOUTH PLAZA REPAIR GMP”, dated May 2, 2023, by McCownGordon Construction.

Exhibit B - 00005 Certifications

Exhibit C - 00010 Table Of Contents

Exhibit D - 00015 List Of Drawings

Exhibit E - 00411 Itemized Prices

Exhibit F - 00413 Allowance Form

Exhibit G – 00420 Alternates

Exhibit H – 00500 Agreement CM@Risk

Exhibit I – 00800 Supplementary Conditions

Exhibit J - 00910.01 Addenda – Phase 1 Addenda Nos. 1 Through 7

Exhibit K – DIVISION 01 – GENERAL REQUIREMENTS, Sections 011000 through 017900

Exhibit L – DIVISION 02 – EXISTING CONDITIONS through DIVISION 33 – UTILITIES, including all numbered Sections under each DIVISION, as listed, described, and ordered on the attached Document 00010 TABLE OF CONTENTS.

Exhibit M – DRAWINGS as listed, described, and ordered on the attached Document 00015 LIST OF DRAWINGS

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

Sec. 3. Effectiveness; Date. This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance 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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 obligation hereby incurred.

Director of Finance (Date)

EXHIBIT A – FGMP DOCUMENT

EXHIBIT A



KCMO CITY HALL GARAGE AND SOUTH PLAZA REPAIR

GMP

MAY 2, 2023

**McCOWN
GORDON**
CONSTRUCTION

TABLE OF CONTENTS

KCMO City Hall Garage and South Plaza Repair - GMP



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SECTION 01

ESTIMATE SUMMARY



GMP ESTIMATE SUMMARY

CITY OF KANSAS CITY, MO | CITY HALL PARKING GARAGE | KANSAS CITY, MO

April 19, 2023

GMP SUMMARY

Phase 1 Preconstruction - in Phase 1 Agreement	\$	-
General Conditions	\$	1,402,734
Garage, Plaza, NE Stair, Trash Compactor Dock	\$	14,780,974
Building Permit - half of plan review & permit fee	\$	36,989
Estimate & Design Contingency	0% \$	-
Construction Contingency	4% \$	648,828
Contractor Fee (lump sum)	\$	340,000
Performance & Payment Bond	\$	156,292

Total	\$	17,365,817
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proposal valid for 60 days

ALTERNATES

1 South Security Entry Addition	add	\$	1,336,000
2 Vehicle Entry Drive Replacement	add	\$	51,000

Pricing valid for 60 days or specified date

SUMMARY OF ALLOWANCES (included in the amounts above)

1 Security System Improvements (cameras and access control)	\$	30,000
2 South Plaza Emergency Egress Lighting	\$	200,000
3 Replace damaged/removed irrigation	\$	41,050
4 SD-100 Repair concrete wall in steam tunnel (based on 360 sf)	\$	43,200
5 Additional reinforcing steel at concrete repair locations and stone substrate repair	\$	125,000
6 Replacement stone that are damaged and non-salvage-able	\$	80,000
7 Replacement of damaged joint sealants in stone that doesn't get removed	\$	34,000
8 Repair leak at south wall of existing office	\$	15,000
9 Firestopping	\$	15,000
10 Graphic fencing banner	\$	20,000

SECTION 03

NARRATIVE



GMP NARRATIVE

KCMO CITY HALL PARKING GARAGE
FGMP ESTIMATE | 4/19/2023

EXECUTIVE SUMMARY

This Guaranteed Maximum price (GMP) Contract Amendment #1 proposal is for the restoration and renovation of the existing KCMO City Hall Parking Garage and Plaza in Kansas City, MO.

Pricing is based upon the following documents:

- KCMO Garage & Plaza Dwgs FGMP 2023-01-31
- Revision 1 Geotechnical Report 3382342 City Hall Garage Restoration, KCMO
- 07P22025 KCMO CH Garage & Plaza FGMP Specifications 2023-01-31 – Final
- Mech Schedule MP-601 update 3.8.23

GMP COST SUMMARY

- The original GMP Contract Amount of **\$40,000** (for preconstruction services)
- Contract Amendment No. 1 per Contract Documents is \$17,365,817

The total Guaranteed Maximum Price is \$17,405,817 (\$40,000 + \$17,365,817. The \$17,365,817 does not have the \$40,000 in it)

The GMP is valid for 60 days, including the alternates.

SCHEDULE

See attached schedule, which is based on the execution of this document and the receipt of a Notice to Proceed (NTP) by May 16, 2023. The current schedule is a +/-18 month duration from the NTP to project completion. The target mobilization date is July 20, 2023 with a project completion January 10, 2025.

The Construction Phase dated of commencement shall commence upon the later of the date established in the Owner's Notice to proceed, or the Contractor's receipt of all applicable permits. If permits or NTP are delayed as outlined in the schedule, the cost and schedule adjustments will occur.

CLARIFICATIONS & QUALIFICATIONS

SITE IMPROVEMENTS

1. A new fence around the perimeter of the site is not included. The existing fence will be removed as part of the construction.
2. An allowance has been included for a graphics banner for the perimeter fence.
3. Pavers on topping slab are not included. The walking surface is to be concrete paving per the drawings.
4. The weight of the Lincoln sculpture is assumed to be no heavier than 2,500 lbs for purposes of removing and replacing it.
5. It is our understanding that the existing water line shown running east-west on C102 does not exist. Relocation of this water line is not included.

CONCRETE, STONE, WATERPROOFING

1. Concrete finish is included as class C/D.
2. Deep foundations under the trash compactor retaining walls are not included.
3. Notching of granite treads for snow melt piping is not included.
4. ~~It is our understanding that 1" 60 psi XPS is not made. Adjustments may be needed in areas where there is 1", such as under granite stair treads. 2" has been included. This item is void.~~

5. A-513 mortar bed under granite stair treads: The thicker mortar bed to accommodate the snow melt system may not be feasible. The mortar bed implies that the shims for the treads will sit on the insulation, and the insulation will compress. A solution may be for the snow melt piping to be in a topping slab, then the shims will sit on the topping slab. A topping slab under the stair treads is included pending further direction.
6. Reference note 6 on AD-101 regarding removing and reconstructing stone on the existing face of city hall. We have not included removing stone. We have assumed that the new waterproofing will wrap up the face of the existing stone.
7. Replacement or repair of items within the removed structure/insulation/waterproofing or soil overburden is not included. The only exception to this irrigation (refer to the Replace damaged/removed irrigation allowance).
8. Vibration monitoring is not included.
9. It is our understanding that American Hydrotech needs to provide the XPS in order to provide a "full system" warranty. Also that American Hydrotech will warranty just their system without the XPS. Pricing assumes the XPS will not be provided by American Hydrotech, and also that anything above the waterproofing will not be provided by American Hydrotech.
10. McCownGordon does not warranty the existing-to-remain waterproofing and will not be responsible for leaks in the existing-to-remain waterproofing.
11. SD-100: Full removal and replacement of the mechanical tunnel wall is not included. Excavation and backfill of the wall to facilitate full replacement is not included (see allowances).
12. The following concrete items are not included (not applicable):
 - a. Moisture mitigating admixture such as Vapor Block 20/20
 - b. Specification section 031000 item 2.5 Precast concrete retainers
 - c. Specification section 031000 item 2.6 soil retainers
 - d. Specification section 031000 item 3.6 G – Post Tension Construction
 - e. Specification section 032000 item 5, Reinforcing bars used as longitudinal reinforcing in seismic special moment frame, special structural walls, coupling beams
 - f. Specification 032000, 2.1 Materials: Weldable reinforcing bars, deformed anchor bars, galvanized reinforcing steel, epoxy coated reinforcing steel, epoxy-coated fabricated reinforcing steel, deformed steel welded wire reinforcement, epoxy coated plain steel welded wire reinforcement, epoxy coated deformed-steel welded wire reinforcement, post tension strands, pre-stressing bars, headed steel stud punching shear reinforcement, synthetic micro and macro reinforcement, steel fibers, end bearing compression splices, mechanical tension splices, hooked anchorage replacement.
 - g. Specification section 032000 item 3.8 D. Fiber reinforced concrete in composite steel deck slabs
 - h. Specification section 033000 1.5H – EPDs for mix designs
 - i. Specification section 033000 2.1H – Lightweight aggregate
 - j. Specification section 033000 2.2 Admixtures – Viscosity modifying admixture, shrinkage reducing admixture, corrosion inhibitors, crystalline forming waterproofing admixture, moisture vapor reduction admixture, micro-silica admixtures. Admixtures are not currently included, but specified admixtures will be used if added by cost change order if directed.
 - k. Specification 033000 2.4 Vapor Retarders, 2. Bituminous vapor retarders, plastic vapor barrier under structural slabs on carton forms. The only vapor barrier included is per 4/S-120.

INTERIOR ITEMS

1. Traffic coating is not included in the garage. Pedestrian traffic coating at the entry stairs into the lobby is included.
2. Painting the underside of the concrete structure is not included. Painting of the walls, columns, and guardrails is included. Painting of MEPS is not included.
3. Hatches to the steam tunnel are included as cast-iron hatch doors manufactured by Neenah Foundry
 - (1) large hatch, item R-6663-RS, with 74-3/16" clear opening size, furnished with two lids
 - (2) hatches, item R-6663-O1H with 36"x48" clear opening size, furnished with two lids each

4. Inspection and repair of the fire shutter door at the south entry doors in the garage is not included.
5. Temporary enclosed pedestrian pathway within the garage is not included.
6. The metal deck on the steam tunnel is included as non-vented.
7. Pipe and downspout guards are not included (none indicated).
8. Note 16, A-203, patch around new opening for trash compactor: We have included cement board in lieu of gypsum plaster.

MEP SYSTEMS

1. Surface mounted EMT conduit is included in the garage (not rigid steel conduit).
2. Double level trench drains are not included.
3. Replacement of pipe supports in the steam tunnel are not included.
4. Vehicle charging stations are not included.
5. Fire sprinklers in the steam tunnel are not included.
6. MP-100, note 11: replace floor drain strainers. We have included replacement of the floor strainers only per the documents. New floor drains or concrete floor removal and replacement to facilitate new drains are not included.
7. A-100, note 29, Install new ventilation exhaust grilles and dampers, typ. Verify size and quantity. Ref: mech. Dwgs. We have not included alterations to the concrete wall openings to facilitate grille replacements. We have assumed the existing opening will facilitate the grille specified (drawings do not indicate concrete repair or modifications to the existing openings).
8. Replacement or repairs to existing steam piping or steam piping insulation is not included. Steam pipe insulation will be repaired/replaced where it is removed for construction.

ALLOWANCES – Amounts per Estimate Summary sheet. The allowances included in the project will be tracked and managed as the project progresses. If additional funds beyond the allowance are required, change orders will incorporate the additional funds. Remaining funds will be returned to the owner.

GENERAL

1. The Contractor's fee shall not be reduced on the account of savings realized by the owner.
2. Contract modifications due to inclement weather. During the construction phase of the project (i.e. after the Date of Construction Commencement) the Contractor has included in the project schedule allowance days of inclement weather per the table below:

January	6 days	May	4 days	September	2 days
February	4 days	June	3 days	October	1 day
March	3 days	July	5 days	November	2 days
April	3 days	August	4 days	December	4 days

Contractor shall document, in writing, to the Owner on a monthly basis all days on which critical path work could not be productively performed due to the effects of inclement weather, in increments of ½ days. Unproductive days in excess of those allowed per month, as listed above shall constitute an extension of the contract completion date and costs. Calendar days shall be used as the basis of tracking lost days.

3. Construction contingency is for use by the Contractor to complete the GMP and may be used for such items as scope gaps, acceleration, etc. as required to complete the project and meet obligations of the schedule and design documents.
4. Costs included in the GMP are not included as line-item guarantees. Individual cost may overrun, under run, or be used for other items not specifically outlined as a cost item, as required to complete the work.
5. The GMP includes any and all costs and expenses incurred by the Contractor to comply with the insurance and bonding requirements set forth in the Agreement. If there are any change orders that affect bonds or insurance, the cost of the increase in premiums of payment and performance bonds will be 0.90%, Builders Risk will be at a rate of 0.35%, General Liability will be at a rate of 0.95% of the

amount of the change order, and subcontractor default insurance will be at 1.25% of the subcontractor added scope of work.

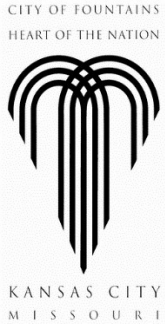
GENERAL

1. Inclusions
 - a. City of Kansas City, MO Building Permit. Plan review fees have been paid by KCMO.
 - b. 0.00% Design/Estimate Contingency
 - c. 4.00% Construction Contingency
 - d. The construction schedule is based on the work being performed during normal business hours.
2. Exclusions
 - a. Design Fees, Environmental/Geotechnical Surveys, Special Inspection Fees
 - b. Utility company fees, system development fees, or hook-up fees for new utility services
 - c. Construction testing and special inspection expenses
 - d. Furniture, fixtures, & Equipment
 - e. Sales tax and Use tax
 - f. Unforeseen subsurface conditions and removal of underground structures
 - g. Hazardous materials abatement or removal
 - h. We are assuming a land disturbance permit through the MO dept of natural resources is not required and not included.
 - i. KCMO Arts Tax
 - j. Relocation of any unforeseen existing utilities
 - k. City excise tax, park & recreation fees or traffic fee assessments

SECTION 04

ALLOWANCES, ALTERNATES, ITEMIZED PRICES





ALLOWANCE FORM

Project Number 07P22025-2

Project Title City Hall Parking Garage and South Plaza Restoration Project

[illegible]



ALTERNATES

Project Number 07P22025-2

Project Title City Hall Parking Garage and South Plaza Restoration
Project

Page 1

of 1

No: 1	Description: South Security Entry Addition Construction of South Security Entry Addition structure as indicated on Architectural Drawings AS-101, A-101, A-201, A-302A, A-304A, A-401A and associated Structural Drawings S-102 and S-110, Mechanical Drawing MP-400, Electrical Drawing E-400 and Fire Protection Drawings FA-400 and FP-400. Refer to Section 012300 "Alternates" for Schedule of Alternates and description of Base Bid and Add Alternate No. 1 scope of work.	☒ Add [+] ☐ Deduct [-]	Price in Figures: \$1,336,000
No: 2	Description: Vehicle Entry Drive Replacement Removal of existing concrete pavement at the vehicle entry drive and approach within the public right-of-way and reconstruct with new concrete paving as indicated on Architectural Drawings AS-101, AD-101, A-101 and associated Civil Drawings C-101 and C-102. Refer to Section 012300 "Alternates" for Schedule of Alternates and description of Base Bid and Add Alternate No. 2 scope of work.	☒ Add [+] ☐ Deduct [-]	Price in Figures: \$51,000
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$



ITEMIZED PRICES

Project Number: 07P22025

Project Title: City Hall Parking Garage and South Plaza Restoration Project

Item No.	Unit	Item Description:	Unit Price	FOR ADDED WORK	FOR DEDUCTED WORK
1	cu. yd.	Removal of unsuitable material below subgrade for site, proper disposal of unsuitable material, and replacement with satisfactory material when directed by the Geotechnical Engineer. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$55.00		N/A
2	sq. yd. cu. yd.	Bulk rock excavation below exposed subgrade for site, proper disposal of excavated rock, and replacement with satisfactory material. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$110.00		N/A
3	sq. yd. cu. yd.	Removal of unsuitable material below subgrade of utility trenches and utility tunnels, proper disposal of unsuitable material, and replacement with satisfactory materials when directed by the Geotechnical Engineer. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$165.00		N/A
4	sq. yd. cu. yd.	Rock excavation below the subgrade of utility trenches, and utility tunnels, proper disposal of excavated rock, and replacement with satisfactory materials. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$275.00		N/A
5	sq. yd.	Additional 5 1/2 -inch concrete sidewalk with radiant snow melt system.	\$448.00		\$388.00
6	sq. yd.	Additional 8-inch concrete driveway / 8-inch concrete pavement. Including saw-cut, removal and disposal of existing pavement / sidewalk.	\$220.00		\$191.00
7	lin. ft.	Additional 24-inch wide integral concrete curb and sidewalk per KCMO Public Works standards, including saw-cut, removal and disposal of existing integral curb.	\$133.32		\$116.00
8	sq. yd.	Additional replacement of existing roadway paving, including saw-cut, removal and disposal of existing pavement, and replacement with new 12-inch asphalt pavement section - 2-inch surface over 10-inch base. Per the drawings: 2" asphalt surface course, 6" asphalt base, 6" aggregate base course	\$559.34		\$0.00.
9	sq. yd.	Additional base course aggregate (MoDOT Type 5), including removal and disposal of equal amount of existing material.	\$15.80		\$13.75
10	sq. yd.	Additional Fescue Sod – three-way blend, including removing existing turf to provide clean edges, remove debris, add thin layer 1/2-inch depth of imported topsoil as per specifications, grade level and place sod.	\$16.00		\$16.00
11	cu. yd.	Additional imported topsoil as per specifications to fill planters and other grade transition areas.	\$247.50		\$247.50
12	sq. ft.	Partial depth concrete floor repair (Structural Task Item 2.3).	\$129.80		\$129.80
13	sq. ft.	Overhead concrete slab repair (Structural Task Item 3.1).	\$201.30		\$201.30

14	sq. ft.	Non-post-tensioned concrete beam repair (Structural Task Item 3.5).	\$220.00	\$201.30
15	sq. ft.	Concrete wall repair (Structural Task Item 4.1).	\$188.10	\$188.10
16	sq. ft.	Concrete column repair (Structural Task Item 5.1).	\$188.10	\$188.10

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



SECTION 05

ESTIMATE DETAIL

ESTIMATE SUMMARY - AREA

KCMO City Hall Parking Garage GMP | Kansas City, MO

4/19/2023

Description	Total Amount
General Conditions	
1.A - General Conditions	1,402,734
General Conditions	1,402,734
Garage	
1.B - Temp Project Requirements	607,265
1.C Final Cleaning	22,063
2.A - Demolition	2,029,992
02.B Earthwork	742,407
2.C - Utilities	45,314
2.E - Asphalt Paving	34,834
2.F - Landscape & Irrigation	91,355
2.H - Site Improvements	93,161
3.A - Structural Concrete	3,877,784
3.F - Flatwork Concrete	377,134
4.A - Masonry	2,128,165
5.A - Steel	533,673
6.A - Rough Carpentry	75,289
7.A - Waterproofing	798,777
7.C - Roofing	16,369
7.F - Fireproofing	29,640
8.A - HM, Doors & Hardware	64,846
9.D - Drywall & Acoustical Ceilings	14,844
9.F - Tile	5,000
9.P - Painting & Wallcoverings	75,275
10.A - Specialties	22,518
15.A - Fire Protection	157,871
15.B - Plumbing	1,170
15.C - HVAC	2,174,190
16.A - Electrical	732,039
16.L - Low Voltage Systems	30,000
Garage	14,780,974

Estimate Totals

Description	Amount	Totals
Bldg Permit & plan review (half of cost)	36,989	
Construction Contingency 4.0%	648,828	
Contractor's Fee	340,000	
Bond (P&P) 0.90%	156,292	
Total		17,365,816

ESTIMATE SUMMARY - AREA

KCMO City Hall Parking Garage GMP | Kansas City, MO

4/19/2023

	Description	Takeoff Quantity	Total Price	Total Amount
1	General Conditions			
2	1.A - General Conditions			
3	General Conditions	1.00 ls	1,402,734.00 /ls	1,402,734
4	Precon Phase 1	0.00 ls	0.00 /ls	0
	1.A - General Conditions	181,153.00 sf	7.74 /sf	1,402,734
	General Conditions	181,153.00 sf	7.74 /sf	1,402,734
5	Garage			
6	1.B - Temp Project Requirements			
7	Temp supports of steam piping	1.00 ls	20,000.00 /ls	20,000
8	Emergency access path within City Hall	729.00 sf	30.00 /sf	21,870
9	Protect fiber optic paths	1,344.00 sf	15.00 /sf	20,160
10	Toilets	1.00 ls	9,000.00 /ls	9,000
11	Barricades	1.00 ls	50,000.00 /ls	50,000
12	Temp fencing	1.00 ls	25,000.00 /ls	25,000
13	Weather protection	1.00 ls	80,000.00 /ls	80,000
14	Parking fees	1.00 ls	18,000.00 /ls	18,000
15	Small equipment	1.00 ls	36,000.00 /ls	36,000
16	Large equipment	1.00 ls	74,200.00 /ls	74,200
17	Fuel & Oil - equipment	1.00 ls	9,000.00 /ls	9,000
18	Dumpsters	1.00 ls	35,000.00 /ls	35,000
19	Street sweeper	1.00 ls	51,480.00 /ls	51,480
20	Safety - first aid, extinguishers, drug tests, PPE, etc.	1.00 ls	20,140.00 /ls	20,140
21	Job signage	1.00 ls	4,380.00 /ls	4,380
22	Supplemental mech screening, removal/put back of owner's screening	1.00 ls	10,420.00 /ls	10,420
23	Conex boxes	1.00 ls	10,800.00 /ls	10,800
24	Project documentation arial & 360 photography	1.00 ls	15,325.00 /ls	15,325
25	IT support	1.00 ls	6,240.00 /ls	6,240
26	Pype	1.00 ls	3,500.00 /ls	3,500
27	Insurance certificate reviews	1.00 ls	3,300.00 /ls	3,300
28	Certified payroll system	1.00 ls	4,500.00 /ls	4,500
29	Phone hookup	1.00 ls	750.00 /ls	750
30	Phone charges	1.00 ls	4,950.00 /ls	4,950
31	Temp laydown	1.00 ls	36,000.00 /ls	36,000
32	Ladders	1.00 ls	150.00 /ls	150
33	Rough hardware/consumables	1.00 ls	2,880.00 /ls	2,880
34	Drayage	1.00 ls	26,520.00 /ls	26,520
35	Sticky mats	1.00 ls	2,700.00 /ls	2,700
36	IT equipment	1.00 ls	5,000.00 /ls	5,000
	1.B - Temp Project Requirements	181,153.00 sf	3.35 /sf	607,265
37	1.C Final Cleaning			
38	Final Clean - A Clean Slate	1.00 bid	22,063.49 /bid	22,063
	1.C Final Cleaning	181,153.00 sf	0.12 /sf	22,063
39	2.A - Demolition			
40	Safety Engineer	1.00 ls	29,640.00 /ls	29,640
41	Laborers - demo	1.00 ls	53,040.00 /ls	53,040
42	Demolition ventilation	1.00 ls	5,000.00 /ls	5,000
43	Structural QAQC - demo	1.00 ls	21,840.00 /ls	21,840
44	Project Engineering - demo	1.00 ls	32,760.00 /ls	32,760
45	Misc. carpentry & coordination - demo	1.00 ls	58,200.00 /ls	58,200
46	General cleanup - demo	1.00 ls	51,480.00 /ls	51,480
47	Demolition & Shoring - Spirtas	1.00 bid	1,778,031.50 /bid	1,778,032

ESTIMATE SUMMARY - AREA

KCMO City Hall Parking Garage GMP | Kansas City, MO

4/19/2023

	Description	Takeoff Quantity	Total Price	Total Amount
	2.A - Demolition	181,153.00 sf	11.21 /sf	2,029,992
48	02.B Earthwork			
49	Earth Retention at NE Stair - Hayes	1.00 bid	440,231.46 /bid	440,231
50	Earthwork for site logistics - Parrish & Sons	1.00 bid	202,071.43 /bid	202,071
51	Erosion Control - Erosion Control Specialists & SWPPP	1.00 bid	19,117.88 /bid	19,118
52	Traffic Control - IBC	1.00 bid	80,985.97 /bid	80,986
	02.B Earthwork	181,153.00 sf	4.10 /sf	742,407
53	2.C - Utilities			
54	Site Utilities - Parrish and Sons	1.00 bid	45,313.72 /bid	45,314
	2.C - Utilities	181,153.00 sf	0.25 /sf	45,314
55	2.E - Asphalt Paving			
56	Asphalt patching - Little Joe's	1.00 bid	34,834.36 /bid	34,834
	2.E - Asphalt Paving	181,153.00 sf	0.19 /sf	34,834
57	2.F - Landscape & Irrigation			
58	Re-sod laydown and equip path - EyedeaLawn Care	1.00 bid	15,574.23 /bid	15,574
59	Landscaping & steel edging - EyedeaLawn Care	1.00 bid	34,730.52 /bid	34,731
60	Replace damaged/removed irrigation	1.00 allow	41,050.00 /allow	41,050
	2.F - Landscape & Irrigation	181,153.00 sf	0.50 /sf	91,355
61	2.H - Site Improvements			
62	Remove statues, concrete benches, & store off-site - Wilkerson	1.00 bid	91,188.12 /bid	91,188
63	Add 2 months rental storage to Wilkerson	1.00 bid	1,972.75 /bid	1,973
	2.H - Site Improvements	181,153.00 sf	0.51 /sf	93,161
64	3.A - Structural Concrete			
65	Safety Engineer	1.00 ls	29,640.00 /ls	29,640
66	Misc. carpentry & coordination - concrete	1.00 ls	80,288.00 /ls	80,288
67	Laborers - concrete	1.00 ls	53,040.00 /ls	53,040
68	Layout	1.00 ls	3,000.00 /ls	3,000
69	Structural QAQC - concrete	1.00 ls	21,840.00 /ls	21,840
70	Survey	1.00 ls	3,000.00 /ls	3,000
71	General cleanup - concrete	1.00 ls	51,480.00 /ls	51,480
72	Garage, NE Stair, Trash Compactor - George Shaw - see sitework for earth retention	1.00 bid	3,467,296.15 /bid	3,467,296
73	Allowance for SD-100 repair concrete wall in tunnel	1.00 ls	43,200.00 /ls	43,200
74	Allowance for potential reinforcing steel and stone substrate repair	1.00 allow	125,000.00 /allow	125,000
	3.A - Structural Concrete	181,153.00 sf	21.41 /sf	3,877,784
75	3.F - Flatwork Concrete			
76	Project Engineering - concrete	1.00 ls	32,760.00 /ls	32,760
77	Concrete Restoration - Jacor	1.00 bid	344,374.17 /bid	344,374
	3.F - Flatwork Concrete	181,153.00 sf	2.08 /sf	377,134
78	4.A - Masonry			
79	Laborers - masonry	1.00 ls	53,040.00 /ls	53,040
80	Project Engineering - stone	1.00 ls	32,760.00 /ls	32,760
81	Misc. carpentry & coordination - stone	1.00 ls	58,200.00 /ls	58,200
82	General cleanup - masonry	1.00 ls	51,480.00 /ls	51,480
83	Structural CMU - D&D Masonry	1.00 bid	40,378.78 /bid	40,379
84	Stone Masonry - GKW	1.00 bid	1,764,980.30 /bid	1,764,980
85	Allowance for replacing damaged and non-salvagable - GKW	1.00 allow	80,000.00 /allow	80,000
86	Allowance for damaged joint sealants in stone that don't get removed - GKW	1.00 allow	34,000.00 /allow	34,000

ESTIMATE SUMMARY - AREA

KCMO City Hall Parking Garage GMP | Kansas City, MO

4/19/2023

	Description	Takeoff Quantity	Total Price	Total Amount
	4.A - Masonry			
87	Cleaning existing stone that does not get removed	1.00 bid	13,326.35 /bid	13,326
	4.A - Masonry	181,153.00 sf	11.75 /sf	2,128,165
	5.A - Steel			
88				
89	Gate - Builder's Steel	1.00 bid	24,399.61 /bid	24,400
90	Gate operator - Independent Door and Gate	1.00 bid	7,223.33 /bid	7,223
91	Misc steel - Builder's Steel	1.00 bid	385,721.66 /bid	385,722
92	North rails, south rails, and NE stair decorative grille - Metal One	1.00 bid	116,328.04 /bid	116,328
	5.A - Steel	181,153.00 sf	2.95 /sf	533,673
	6.A - Rough Carpentry			
93				
94	Perimeter guardrails at lid and tunnel openings - IBC	1.00 bid	75,288.93 /bid	75,289
	6.A - Rough Carpentry	181,153.00 sf	0.42 /sf	75,289
	7.A - Waterproofing			
95				
96	Laborers - waterproofing	1.00 ls	53,040.00 /ls	53,040
97	Project Engineering - waterproofing	1.00 ls	32,760.00 /ls	32,760
98	Misc. carpentry & coordination - waterproofing	1.00 ls	58,200.00 /ls	58,200
99	General cleanup - waterproofing	1.00 ls	51,480.00 /ls	51,480
100	Waterproofing & caulking - Jacor	1.00 bid	428,306.79 /bid	428,307
101	Allowance to repair leak at south wall of existing office. Note 3, A-110	1.00 allow	15,000.00 /allow	15,000
102	XPS all including top landing - Jacor	1.00 bid	159,989.87 /bid	159,990
	7.A - Waterproofing	181,153.00 sf	4.41 /sf	798,777
	7.C - Roofing			
103				
104	NE Stair Roofing - Primus	1.00 bid	14,852.61 /bid	14,853
105	Roof blocking	73.00 lf	20.77 /lf	1,516
	7.C - Roofing	181,153.00 sf	0.09 /sf	16,369
	7.F - Fireproofing			
106				
107	Spray fireproofing compactor beams and NE stair roof support angles - Installtec	1.00 bid	14,639.78 /bid	14,640
108	Firestopping allowance	1.00 allow	15,000.00 /allow	15,000
	7.F - Fireproofing	181,153.00 sf	0.16 /sf	29,640
	8.A - HM, Doors & Hardware			
109				
110	Door from stair into tunnel - Omega	1.00 bid	4,574.67 /bid	4,575
111	Door for NE stair, openers for 102/a, 102/c, 102/e, 102/f - APCO	1.00 bid	60,271.20 /bid	60,271
	8.A - HM, Doors & Hardware	181,153.00 sf	0.36 /sf	64,846
	9.D - Drywall & Acoustical Ceilings			
112				
113	ACT in office, office wall patching, patch opening at compactor - Nebel	1.00 bid	14,844.33 /bid	14,844
	9.D - Drywall & Acoustical Ceilings	181,153.00 sf	0.08 /sf	14,844
	9.F - Tile			
114				
115	Terrazzo - repair existing allowance	1.00 allow	5,000.00 /allow	5,000
	9.F - Tile	181,153.00 sf	0.03 /sf	5,000
	9.P - Painting & Wallcoverings			
116				
117	Painting - LM2	1.00 bid	72,160.57 /bid	72,161
118	Pedestrian traffic coating on stairs and curb warning paint	1.00 bid	3,114.86 /bid	3,115
	9.P - Painting & Wallcoverings	181,153.00 sf	0.42 /sf	75,275
	10.A - Specialties			
119				
120	Signage - new	7.00 ea	77.87 /ea	545

ESTIMATE SUMMARY - AREA

KCMO City Hall Parking Garage GMP | Kansas City, MO

4/19/2023

	Description	Takeoff Quantity	Total Price	Total Amount
	10.A - Specialties			
121	Signage - remove & replace	38.00 ls	51.91 /ls	1,973
122	Site Fence Banner - MidTown Signs	1.00 allow	20,000.00 /allow	20,000
	10.A - Specialties	181,153.00 sf	0.12 /sf	22,518
	15.A - Fire Protection			
123	Fire Protection - 24/7 Fire Protection	1.00 bid	157,870.74 /bid	157,871
	15.A - Fire Protection	181,153.00 sf	0.87 /sf	157,871
	15.B - Plumbing			
125	Temp water	1.00 ls	1,170.00 /ls	1,170
	15.B - Plumbing	181,153.00 sf	0.01 /sf	1,170
	15.C - HVAC			
127	Temp gas	1.00 ls	2,700.00 /ls	2,700
128	Temp heat	1.00 ls	48,000.00 /ls	48,000
129	Propane usage	1.00 ls	20,000.00 /ls	20,000
130	Mechanical QAQC	1.00 ls	21,840.00 /ls	21,840
131	HVAC & Plumbing - Alexander Mechanical	1.00 bid	2,081,649.99 /bid	2,081,650
	15.C - HVAC	181,153.00 sf	12.00 /sf	2,174,190
	16.A - Electrical			
133	Elect hookup	1.00 ls	1,500.00 /ls	1,500
134	Temp elec usage	1.00 ls	9,000.00 /ls	9,000
135	Temp Generator	1.00 ls	2,200.00 /ls	2,200
136	Electrical QAQC	1.00 ls	21,840.00 /ls	21,840
137	Electrical - Whatever It Takes Electrical	1.00 bid	497,498.93 /bid	497,499
138	South Plaza Lighting Allowance	1.00 allow	200,000.00 /allow	200,000
	16.A - Electrical	181,153.00 sf	4.04 /sf	732,039
	16.L - Low Voltage Systems			
140	Security Cameras Allowance	1.00 allow	30,000.00 /allow	30,000
	16.L - Low Voltage Systems	181,153.00 sf	0.17 /sf	30,000
	Garage	181,153.00 sf	81.59 /sf	14,780,974

Estimate Totals

Description	Amount	Totals
Bldg Permit & plan review (half of cost)	36,989	
Construction Contingency 4.0%	648,828	
Contractor's Fee	340,000	
Bond (P&P) 0.90%	156,292	
Total		17,365,816



SECTION 06

SCHEDULE

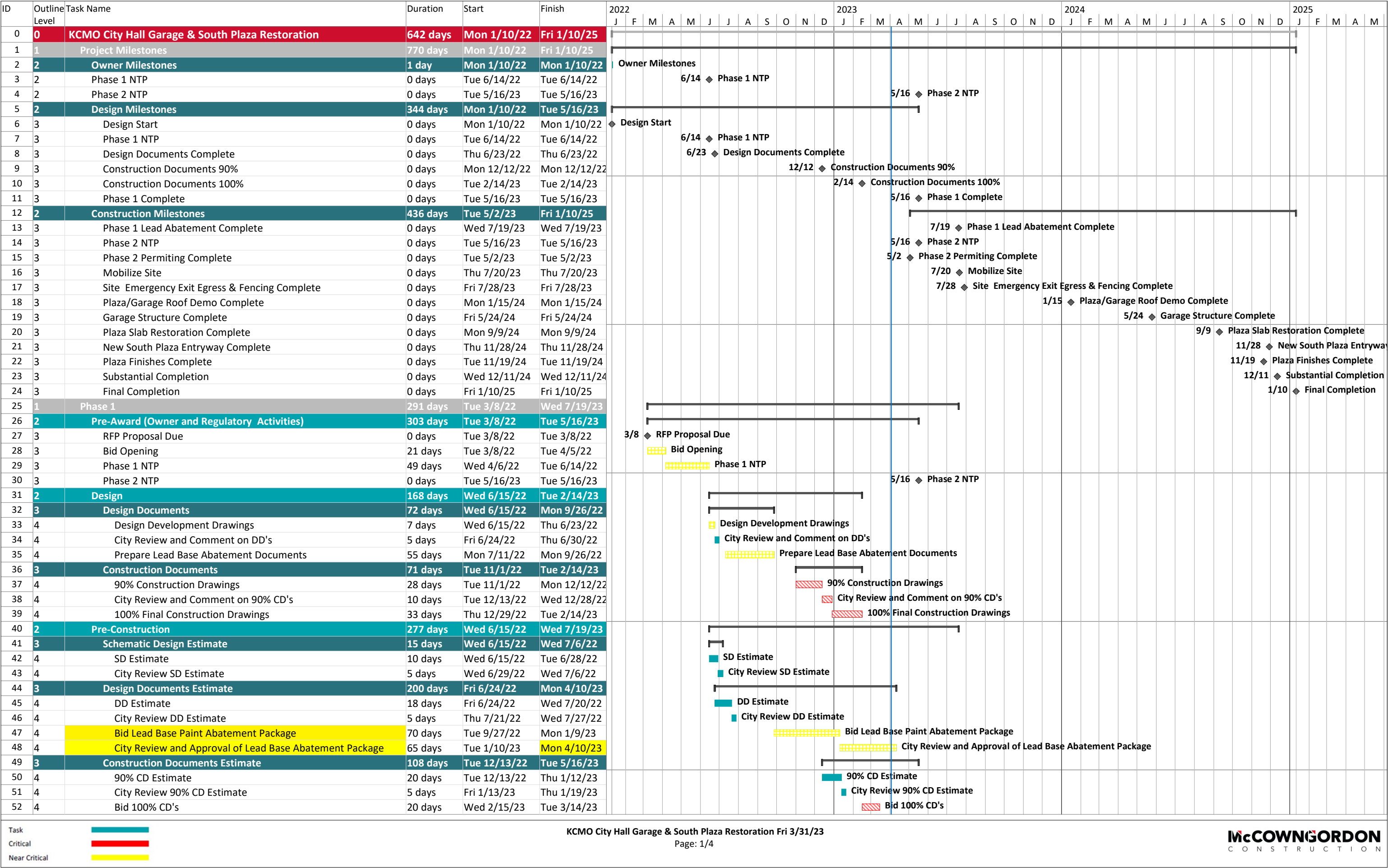


EXHIBIT C

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

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Project Number: 07P22025-02

Project Title: City Hall Garage and South Plaza Restoration CM@Risk

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Project No. 07P22025-02 - City Hall Garage and South Plaza Restoration CM@Risk

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W-109	TYPICAL WATERPROOFING DETAILS
W-110	TYPICAL WATERPROOFING DETAILS
W-111	TYPICAL WATERPROOFING DETAILS
W-112	TYPICAL WATERPROOFING DETAILS
W-200	DEMOLITION WATERPROOFING DETAILS
W-201	DEMOLITION WATERPROOFING DETAILS
W-202	WATERPROOFING DETAILS
W-203	WATERPROOFING DETAILS
W-204	TYPICAL WATERPROOFING DETAILS
W-300	TYPICAL WATERPROOFING DETAILS

MECHANICAL DRAWINGS

MEP-000	MEP SYMBOLS
MPD-100	MECHANICAL & PLUMBING GARAGE DEMO FLOOR PLAN
MP-100	MECHANICAL & PLUMBING GARAGE FLOOR PLAN
MP-101	MECHANICAL & PLUMBING PLAZA PLAN
MP-110	MECHANICAL & PLUMBING GARAGE REFLECTED CEILING PLAN
MP-500	MECHANICAL & PLUMBING DETAIL
MP-600	MECHANICAL & PLUMBING SCHEDULES
MP-610	MECHANICAL & PLUMBING

ELECTRICAL DRAWINGS

E-100	GARAGE FLOOR PLAN - POWER
E-101	GARAGE FLOOR PLAN - POWER
E-110	ELECTRICAL GARAGE LIGHTING PLAN
E-200	PLAZA LEVEL LIGHTING PLAN
E-600	SCHEDULES AND RISER DIAGRAM

FIRE PROTECTION DRAWINGS

FA-000	GARAGE GENERAL NOTES & SYMBOLS - FIRE ALARM
FA-100	GARAGE FLOOR PLAN - FIRE ALARM
FA-400	FIRE ALARM PLAZA PLAN
FP-000	GARAGE GENERAL NOTES & DETAILS - FIRE SPRINKLER
FP-100	GARAGE FLOOR PLAN - FIRE PROTECTION
FP-400	FIRE PROTECTION PLAZA PLAN

FOUNTAIN RESTORATION DRAWINGS

D-100	FOUNTAIN EXISTING PIPING DEMO PLAN
D-101	FOUNTAIN EXISTING PIPING DEMO PLAN
D-102	FOUNTAIN EXISTING PIPING DEMO PLAN
F-100	FOUNTAIN NOTES AND EQUIPMENT SCHEDULE
F-101	FOUNTAIN ELECTRICAL PLAN
F-102	FOUNTAIN SUPPLY PIPING PLAN
F-103	FOUNTAIN SUCTION PIPING PLAN
F-104	FOUNTAIN DRAIN PIPING PLAN
F-105	FOUNTAIN EQUIPMENT DETAILS
F-106	FOUNTAIN MECHANICAL ROOM

END OF SECTION 00015



EXHIBIT E

Bidder:

McCownGordon Construction

ITEMIZED PRICES

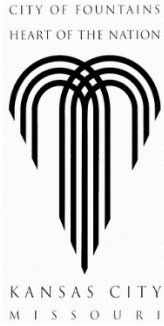
Project Number: 07P22025

Project Title: City Hall Parking Garage and South Plaza Restoration Project

Item No.	Unit	Item Description:	Unit Price	FOR ADDED WORK	FOR DEDUCTED WORK
1	cu. yd.	Removal of unsuitable material below subgrade for site, proper disposal of unsuitable material, and replacement with satisfactory material when directed by the Geotechnical Engineer. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$55.00		N/A
2	sq. yd. cu. yd.	Bulk rock excavation below exposed subgrade for site, proper disposal of excavated rock, and replacement with satisfactory material. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$110.00		N/A
3	sq. yd. cu. yd.	Removal of unsuitable material below subgrade of utility trenches and utility tunnels, proper disposal of unsuitable material, and replacement with satisfactory materials when directed by the Geotechnical Engineer. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$165.00		N/A
4	sq. yd. cu. yd.	Rock excavation below the subgrade of utility trenches, and utility tunnels, proper disposal of excavated rock, and replacement with satisfactory materials. NOTE: All excavation above subgrade is unclassified and shall be included in base bid. Subgrade is defined in Section 012200, paragraph 1.6.	\$275.00		N/A
5	sq. yd.	Additional 5 1/2 -inch concrete sidewalk with radiant snow melt system.	\$448.00		\$388.00
6	sq. yd.	Additional 8-inch concrete driveway / 8-inch concrete pavement. Including saw-cut, removal and disposal of existing pavement / sidewalk.	\$220.00		\$191.00
7	lin. ft.	Additional 24-inch wide integral concrete curb and sidewalk per KCMO Public Works standards, including saw-cut, removal and disposal of existing integral curb.	\$133.32		\$116.00
8	sq. yd.	Additional replacement of existing roadway paving, including saw-cut, removal and disposal of existing pavement, and replacement with new 12-inch asphalt pavement section - 2-inch surface over 10-inch base. Per the drawings: 2" asphalt surface course, 6" asphalt base, 6" aggregate base course	\$559.34		\$0.00.
9	sq. yd.	Additional base course aggregate (MoDOT Type 5), including removal and disposal of equal amount of existing material.	\$15.80		\$13.75
10	sq. yd.	Additional Fescue Sod – three-way blend, including removing existing turf to provide clean edges, remove debris, add thin layer 1/2-inch depth of imported topsoil as per specifications, grade level and place sod.	\$16.00		\$16.00
11	cu. yd.	Additional imported topsoil as per specifications to fill planters and other grade transition areas.	\$247.50		\$247.50
12	sq. ft.	Partial depth concrete floor repair (Structural Task Item 2.3).	\$129.80		\$129.80
13	sq. ft.	Overhead concrete slab repair (Structural Task Item 3.1).	\$201.30		\$201.30

14	sq. ft.	Non-post-tensioned concrete beam repair (Structural Task Item 3.5).	\$220.00	\$201.30
15	sq. ft.	Concrete wall repair (Structural Task Item 4.1).	\$188.10	\$188.10
16	sq. ft.	Concrete column repair (Structural Task Item 5.1).	\$188.10	\$188.10

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



ALLOWANCE FORM

Project Number 07P22025-2

Project Title City Hall Parking Garage and South Plaza Restoration Project

[illegible]

EXHIBIT G

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

ALTERNATES

Project Number 07P22025-2

Project Title City Hall Parking Garage and South Plaza Restoration
Project

Page 1

of 1

No: 1	Description: South Security Entry Addition Construction of South Security Entry Addition structure as indicated on Architectural Drawings AS-101, A-101, A-201, A-302A, A-304A, A-401A and associated Structural Drawings S-102 and S-110, Mechanical Drawing MP-400, Electrical Drawing E-400 and Fire Protection Drawings FA-400 and FP-400. Refer to Section 012300 "Alternates" for Schedule of Alternates and description of Base Bid and Add Alternate No. 1 scope of work.	☒ Add [+] ☐ Deduct [-]	Price in Figures: \$1,336,000
No: 2	Description: Vehicle Entry Drive Replacement Removal of existing concrete pavement at the vehicle entry drive and approach within the public right-of-way and reconstruct with new concrete paving as indicated on Architectural Drawings AS-101, AD-101, A-101 and associated Civil Drawings C-101 and C-102. Refer to Section 012300 "Alternates" for Schedule of Alternates and description of Base Bid and Add Alternate No. 2 scope of work.	☒ Add [+] ☐ Deduct [-]	Price in Figures: \$51,000
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$
No:	Description:	☐ Add [+] ☐ Deduct [-]	Price in Figures: \$

EXHIBIT H

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

AGREEMENT

Project Number: 07P22025-02

Project Title: City Hall Garage & South Plaza Restoration CM@Risk

THIS CONTRACT is made and entered into between McCownGordon Construction, LLC ("CM@Risk" or "CONTRACTOR") and Kansas City, Missouri, a constitutionally chartered municipal corporation ("CITY").

CITY and CONTRACTOR, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified in this Section 1. CONTRACTOR shall furnish and pay all costs and expenses required to perform the Work, including all travel, materials, labor of all laborers, Subcontractors, teamsters, truck drivers, and equipment used on the Work.

A. WORK COVERED UNDER PRECONSTRUCTION SERVICES – PHASE 1

1. CONTRACTOR shall perform Phase 1 Work (Preconstruction Services) in accordance with the Contract Documents. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the General Conditions and Supplementary Conditions, as the case may be.
2. Preconstruction Services by the CONTRACTOR shall include, but are not limited to, the following:

a. COST ESTIMATES

- (1) Preparation of detailed cost estimates based on programming/conceptual, schematic, design development and construction document drawings. The CONTRACTOR is to provide all take-offs and back up for the estimate, in both bound and electronic form, for review by the CITY. The estimates will serve as the basis for release of any required long lead items or early construction packages. This estimate will be required to be updated on a periodic basis as indicated below until the **Final Guaranteed Maximum Price ("FGMP")** is established.
- (2) The **Project Budget** will be set forth by the CITY at the outset of the preconstruction phase which will identify more detailed budgets for the various components of the Project. The Project Budget will serve as the definitive measure of acceptable Project costs and may only be refined and adjusted by the CITY during preconstruction if and as the degree of design detail increases. The cost estimates to be prepared by the CM@Risk shall be measured against the Project Budget with any and all variances identified. CM@Risk cost estimates and updated cost estimates are expected either as a whole or in part in association with the following design deliverable schedule.

(a) 30% Design Plans

- (b) 60% Design Plans
 - (c) Final Design Plans
- (3) The FGMP for Construction will be established among the CITY and CM@Risk as soon as practical following the completion of the Final Design Plans.
- (4) A Construction Bid Package will be prepared and utilized to facilitate an expedited construction process and such bid package will ultimately depend on the procurement strategy mutually agreed upon by the CITY, DESIGN PROFESSIONAL and CM@Risk.
- (5) All CONTRACTOR's cost estimates will be supported by full back-up information both in hard and electronic form including:
 - (a) List of documents with issue dates.
 - (b) List of clarifications, assumptions and qualifications
 - (c) List of excluded work, if any.
 - (d) List of cost saving suggestion and alternatives.
 - (e) An assessment of accurate craft availability, productivity forecasts and local labor status.

b. CONSTRUCTABILITY ANALYSIS

- (1) Preparation of constructability analysis will be required at various stages of the design. Early evaluation will be required for early bid packages and long lead item materials, systems and equipment for the Project. This analysis shall include items that the CONTRACTOR feels need to be addressed relative to accessibility, material availability and handling, materials suitability, and outline alternate ways to deal with each item.
- (2) Identification of incomplete, difficult, expensive relative to suitable alternatives or unworkable details or conditions in the design documents. CM@Risk shall work with the design team to identify constructability issues and outline alternate ways to deal with each issue. Schedule and cost impacts shall also be identified in the analysis.
- (3) Specific items that shall be reviewed include but are not limited to:
 - (a) Coordination between design disciplines.
 - (b) Existing conditions, Project access, material laydown & staging requirements and temporary utility sizes and locations.
 - (c) Current construction practices and techniques.
- (4) Review Project documents for items of work that effect the efficient placement and/or use of materials, equipment or systems. Review alternate construction methods and procedures for the most cost-effective systems and methods.

c. CONSTRUCTION SCHEDULE

- (1) CM@Risk will develop and maintain the **Project Schedule** which will incorporate the preconstruction, design, procurement, and construction activities. This schedule should clearly identify major milestones at a minimum for the activities that are not under the direct control of the CONTRACTOR, but which are necessary to complete the Project in accordance with the then current project schedule. The Project Schedule should also identify long lead time items that may impact the Work.
- (2) The schedule will include all known or anticipated logical ties and constraints among the Project elements, and will show the sequence and interdependence of all Project activities.
- (3) The schedule shall show the following specific items:
 - (a) Design activities, including early release packages.
 - (b) Anticipated procurement strategy and timelines
 - (c) Required State, County, and CITY review and approvals.
 - (d) Long lead materials and equipment.
 - (e) Construction activities, including phasing, if required.
 - (f) Punch list.
 - (g) Substantial Completion
 - (h) Final Completion
- (4) The Project Schedule shall be refined and modified as necessary throughout the preconstruction phase. Major schedule updates are to be provided in conjunction with each cost estimate as required above.

3. PROJECT OFFICE

- a. The CM @Risk shall establish a **local office** within the Kansas City metropolitan area for the Phase 1 work. The office will be maintained until the Phase 1 is complete. The Project office shall include:
 - (1) Space for the Project superintendent,
 - (2) Appropriate space for the CONTRACTOR's Project staff,
 - (3) Appropriate space for field staff,
 - (4) Conference room space sufficient to conduct the weekly project coordination meeting, and with the Project team,
 - (5) High speed Internet, telephone, and other communication equipment,
 - (6) Access to restroom and break facilities,
 - (7) Photocopy, scanning, and computer printing equipment,
 - (8) Appropriate furniture desks, chairs, and filing cabinets.

4. MEETINGS AND COMMUNICATIONS

- a. The CM@Risk will actively participate in all Project meetings required to provide proper preconstruction services involving all matters relating to construction, Project costs, project schedule and constructability.

Project No. 07P22025-02 – City Hall Garage And South Plaza Restoration CM@Risk

- b. The CM@Risk shall assign a dedicated **Project Manager**, appropriate management staff and support personnel who will attend all meetings throughout the preconstruction phase.
- c. The CM@Risk shall assign a **Superintendent** who will be **CONTRACTOR'S** representative at the Site during construction and shall have authority to act on behalf of **CONTRACTOR**. All communications given to or received from the Superintendent shall be binding on **CONTRACTOR**.

5. **COST SAVING SUGGESTIONS**

- a. The CM@Risk shall provide cost saving suggestions to optimize the cost to value ratio of Project components throughout the entire design process. The CM@Risk will identify high impact design elements and provide alternate methods and materials to achieve similar results at the best possible cost while also maintaining minimal impact to the overall project schedule.
- b. CM@Risk shall propose cost saving suggestions and alternates to the **CITY** and **DESIGN PROFESSIONAL** throughout the entire design phases based on:
 - (1) Scope of work.
 - (2) Design progress.
 - (3) Methods of construction.
 - (4) Quality of workmanship required.
 - (5) Analysis of costs.
- c. The team cost savings suggestion process includes:
 - (1) Identifying unnecessary costs.
 - (2) Brainstorming alternate methods/materials - taking nothing for granted.
 - (3) Developing price and operation analysis on the alternates.
 - (4) Presenting the pros and cons of the alternates to the **CITY** and **DESIGN PROFESSIONAL** as compared to the originally specified material/product.
 - (5) Determining with the entire Project team which alternative will be used for the Project.
- d. CM@Risk's presentation of cost savings suggestions to include quality, life expectancy, durability, size, warranty, cost, schedule, function, compliance with design criteria, effects on other materials, equipment or systems, and availability.

6. **BUDGET VALIDATION**

- a. Validation of the Project Budget.
- b. CM@Risk shall prepare a final work breakdown structure prior to the preparation of the FGMP intending to demonstrate compliance with the Project Budget.
- c. **CONTRACTOR** shall perform all quantity surveys derived from the most current design documentation and information and apply current market based

unit pricing to verify all amounts and assumptions incorporated into the final work breakdown structure.

7. COST/BENEFIT ANALYSIS

- a. Provide input on sustainability, maintainability and reliability, focusing on materials, systems and equipment selection and replacement. Review equipment placement to ensure accessibility for maintenance, component removal and replacement, and total unit replacement.
- b. CM@Risk shall review all materials and equipment on the Project and how they will be utilized, provide feedback on any past performance issues that CM@Risk has experienced in similar installations, and offer alternatives to the DESIGN PROFESSIONAL and CITY.
- c. Costs, life-cycle costs, procurement lead times, availability of competitive alternate suppliers, and constructability, shall be reviewed by CM@Risk early in the design process and adjustments can be made, if necessary, before the design is "locked" in. CM@Risk shall evaluate different products, manufacturers, and suppliers, in order to achieve the best value for the cost, both initially and over the life of the Project and present recommendations to the DESIGN PROFESSIONAL and CITY.

8. BIDDING ASSISTANCE

- a. The DESIGN PROFESSIONAL and CM@Risk will collaborate to develop and prepare bid packages as the construction documents are completed and as required to maintain the project schedule.
- b. CM@Risk shall work with CITY and DESIGN PROFESSIONAL to notify and qualify potential bidders, develop and distribute bid packages, review submitted bids and make recommendations for award of contracts required in Phase I.

9. ADDITIONAL SERVICES

- a. In summary and supplementary to the other services previously listed herein, the following must be provided during the Preconstruction Phase 1 portion of the Project.
 - (1) Review of the DESIGN PROFESSIONAL's 30% design and subsequent revisions,
 - (2) Detailed independent cost estimating and a knowledge of the market conditions,
 - (3) Project planning and scheduling,
 - (4) Provide construction phasing and scheduling which allows continued operation of the adjacent building, street, and parking facilities,
 - (5) Coordinate construction phasing and scheduling with neighboring construction projects, if any,
 - (6) Evaluate alternative products, materials, and techniques, for constructability, procurement times, availability of competitive alternative

suppliers, and costs, and present the results in reports to DESIGN PROFESSIONAL and CITY,

- (7) Advise the CITY on ways to gain efficiency in product delivery,
- (8) Provide long-lead item procurement studies and initiate timely procurement of long-lead items,
- (9) Assist in, and monitor, the permitting process,
- (10) Participate in regularly scheduled Project coordination meetings,
- (11) Participate in constructability reviews in various levels of design,
- (12) Protect the CITY's and sensitivity to quality, safety, and environmental factors.

B. WORK COVERED UNDER GENERAL CONSTRUCTION – PHASE 2

1. Phase 2 Work shall be performed in accordance with the Contract Documents. The Phase 2 services by the CM@Risk shall include, but shall not be limited to, the following:
 - a. Procurement of all necessary contractors and subcontractors, building materials, products, and equipment to complete the Project in full satisfaction and compliance with the requirements as defined by the Contract Documents.
 - b. Coordinate with all requisite CITY departments, any private and government agencies having jurisdiction on the Project, and any utility companies.
 - c. Coordinate with the DESIGN PROFESSIONAL and CITY.
 - d. Schedule and manage Project site operations
 - e. Bid, award, and manage or construct all construction-related procurement/construction contracts and sub-contracts in compliance with all CITY bidding requirements
 - f. Provide quality control and quality assurance program
 - g. Ensure all Bonds including Performance and Maintenance and Payment Bonds in the amount of the Contract and insurance requirements are in place before construction begins
 - h. Address all local, state, and federal permitting requirements
 - i. Maintain a safe and secure workplace for all Project participants
 - j. Make or require its bidders to make a best faith effort to meet or exceed the Project goals for MBE/WBE participation in accordance with the Contract Documents. Contractor shall submit the Utilization Plan with each Subcontract.
2. Bidding: With the review and approval of the CITY and the assistance of the DESIGN PROFESSIONAL, the CM@Risk shall solicit and competitively bid all packages complying with the applicable federal and state laws and regulations, City Charter, City Ordinances, Construction General Conditions and Supplementary General Conditions and Contract General Conditions as agreed

upon by the CITY and the CM@Risk. It is anticipated that the CM@Risk shall be required to:

- a. Identify and notify a minimum of three qualified contractors for each bid package, unless approved otherwise in writing by the CITY. CM@Risk shall advertise in the at the CITY's website, <http://www.kcmo.org> and the Kansas City Plan Room, <http://www.kcmoplanroom.org> for 5 out of 20 days prior to bid opening.
 - b. Utilize an **Open Book** approach to the Work throughout Phases 1 and 2 of the Project. CONTRACTOR will be allowed to self-perform up to 25% of the Work provided that the CITY's agrees in writing to the price for the work. If, in City's sole opinion, the price for the work to be self-performed cannot be agreed, CONTRACTOR shall be required to competitively bid FOR the work. CONTRACTOR may not self-perform any additional portion of the Work without prior written consent of the CITY. Unless consented by CITY, CONTRACTOR must competitively bid for any Work beyond the approved 25% in accordance with the Contract Documents.
 - c. Issue bid packages to contractors. CM@Risk shall distribute the plans from the CITY Electronic Plan Distribution system. Identify in the bid packages the construction budget for that package.
 - d. Receive bids from contractors. Bids shall be publicly opened with the CITY and DESIGN PROFESSIONAL. Bids shall be reviewed with the CITY and DESIGN PROFESSIONAL to identify the lowest and best responsive bidder for each bid, including bid alternates
 - e. Negotiate with the CITY on a FGMP for all construction work for no more than the total Project construction budget, as stated in Section 2. The CM@Risk shall warrant the assembly of the bid packages and construction documents against ambiguities, conflicts, or omissions in the trade contractor bid packages, and guarantee to the CITY that the total Project shall be built for the available construction budget where the aggregate of all trade contractor bids, including any authorized alternatives, shall be less than, but close to, the construction budget.
3. **Value Engineering:** CONTRACTOR understands and acknowledges that, prior to entering into Phase 2, if the sum of the Direct Cost, CM Fee and CM GC would result in a FGMP that exceeds the construction budget, as identified by CITY, then the CITY may take all necessary or reasonable actions to cause the FGMP not to exceed the construction budget, including, without limitation, requesting reductions in the CM Fee or the CM GC and working with CM@Risk to value engineer the Project back within the construction budget at no additional cost to CITY. The CM@Risk shall secure the CITY's approval of all value engineering.
4. **PROJECT SITE OFFICE**
- a. The CM @Risk shall establish a Project office at or adjacent to the Site for the Phase 2 work. The Project office will be maintained until the Project is complete. The Project office shall include:
 - (1) Space for the Project superintendent,

- (2) Appropriate space for the CONTRACTOR's Project staff,
- (3) Appropriate space for field staff,
- (4) Conference room space sufficient to conduct the weekly project coordination meeting with the Project team,
- (5) High speed Internet, telephone, and other communication equipment,
- (6) Access to restroom and break facilities,
- (7) Photocopy, scanning, and computer printing equipment,
- (8) Appropriate furniture desks, chairs, and filing cabinets.

Sec. 2. CITY shall pay CM@Risk for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price):

A. PRECONSTRUCTION SERVICES - PHASE 1

1. CITY, subject to appropriation of funds by the City Council, shall pay CM@Risk for completion of the Phase 1 Work in accordance with the following payment schedule:
2. **For all Phase 1 Work, a lump sum of \$40,000.00** according to the following schedule:
 - a. End of 30% Plan Review and evaluation 25% of lump sum
 - b. End of 60% Design Plan Review 25% of lump sum
 - c. End of Final Design 50% of lump sum

B. GENERAL CONSTRUCTION SERVICES - PHASE 2

1. CITY, in its sole discretion and subject to appropriation of funds by the City Council, shall have the unilateral right to exercise its option for Phase 2 services if the parties successfully negotiate and agree to a FGMP.
2. CITY reserves the right to terminate negotiations with the CM@Risk and decline to enter into a Phase 2 Agreement if, in CITY's sole opinion, an agreement cannot be reached with the CM@Risk. Thereafter, the CITY shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the CM@Risk and with full ownership and use of any data and information developed during Pre-Construction activities. City also reserves the right to begin negotiations with other Bidders for the Phase 2 Work.
3. If CITY shall exercise its option for Phase 2 Work, CM@Risk shall in accordance with the Contract Documents perform the Work and be paid. The Phase 2 Contract Price includes:

- a. **FINAL CM FEE** **\$340,000.00**
- b. **CM GC PRICE** **- TO BE DETERMINED**

c. DIRECT COST**- TO BE DETERMINED****d. FINAL GUARANTEED MAXIMUM PRICE (FGMP) - TO BE DETERMINED****C. FINAL GUARANTEED MAXIMUM PRICE AND COST SAVINGS SPLIT**

1. The Cost of the Work, together with the CM Fee and the CM GC, for the Project is guaranteed by the CM@Risk not to exceed the FGMP.
2. If the Cost of the Work, together with the CM Fee and the CM GC price, exceeds the FGMP, as adjusted from time to time by Change Order pursuant to the Contract Documents, the CM@Risk shall pay the overrun without reimbursement by the CITY. If the actual Cost of the Work, plus the CM Fee and CM GC price, is less than the FGMP, adjusted from time to time by Change Order, then the CM@Risk shall pay the CITY seventy percent (70%) of such cost savings. CM@Risk agrees to use all reasonable efforts to maximize the cost savings for the mutual benefit of the parties.

D. CHANGE ORDERS.

1. CITY will negotiate all Change Orders with CONTRACTOR on a firm fixed price basis consistent with the Contract Documents, under the provisions applicable to the base Contract.

Sec. 3. Agreement on a FGMP. If the CITY and CM@Risk agree to a FGMP, the CITY shall authorize Phase 2 of this Agreement to construct the Project for the aggregate of the Direct Cost of the work by Amendment to this Agreement, plus the CM Fee, and CM GC Price.

Sec. 4. The Contract Documents, which comprise the entire Agreement between CITY and CONTRACTOR, are identified in the General Conditions.

Sec. 5. CONTRACTOR agrees to begin the Work on each Phase promptly upon the date stated in the applicable "Notice to Proceed" and to complete the Work on each Phase within the times specified in the Contract Documents, unless further time is granted by CITY.

Sec. 6. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in this Agreement and the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 7. The CITY, at its sole discretion, may decline to enter into the Phase 2 Agreement for any reason, including its decision not to accept the CM@Risk's FGMP and thereupon without penalty, the Agreement shall terminate according to its terms at the end of the Pre-Construction Phase of the work under this Agreement.

- A. In any event, such termination shall likewise terminate all further services and obligations of the CM@Risk, and the CM@Risk shall accept the amount negotiated for Pre-Construction Services as full and complete reimbursement of all costs and services performed by the CM@Risk for Pre-Construction Services under this Agreement, and shall not be entitled to any further amount for services set forth under or related to this Agreement. Thereafter, the CITY shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the CM@Risk and with full ownership and use of any data and information developed during Pre-Construction activities.

B. Termination under this Section is in addition to the termination provisions set forth elsewhere in the Agreement including, but not limited to, the General Conditions and Supplementary Conditions.

Sec. 8. Retainage under this Contract, if any, shall be specified in the Contract Documents.

Sec. 9. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of CITY, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 10. This Agreement is entered into by CITY subject to authorization by the City Council and shall not be binding until so authorized, and is subject to the Federal and State Laws and the provisions of the Kansas City Charter and Ordinances in general that may affect same.

Sec. 11. All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 12. CM@Risk shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether the CM@Risk is or is not under contract at the time such gain is realized. The work performed, including written documents produced by the CM@Risk pursuant to this Agreement is the property of the CITY, and shall not be used in any manner by the CM@Risk unless authorized by the CITY. Breach of this provision shall make the Agreement voidable at the CITY's option, and the CM@Risk shall be liable for any other damages incurred by the CITY as the result of such breach.

IN WITNESS WHEREOF, CONTRACTOR's and CITY's authorized representatives have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of
CONTRACTOR

McCownGordon Construction, LLC.
850 Main Street, Kansas City Mo, 64105
cvaeth@mccowngordon.com

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

By: [Signature]
Title: Chris Vaeth / Vice President
Date: 5.3.22

(Attach corporate seal if applicable)

KANSAS CITY, MISSOURI

DocuSigned by:

Yolanda McKinzy
1D6883C4ECDB4F1...

By: Yolanda McKinzy
Title: Director
Date: 5/9/2022

Approved as to form:

DocuSigned by:

Dustin Johnson
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure for Phase 1 is to be charged, 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 obligation hereby incurred.

Eric B. Clever 6/9/2022
Director of Finance (Date)

ATTACHMENT E**Non-Construction Subcontractors Listing**

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	LM2 Construction & Consulting, Inc. Name: LaTasha McCall Email: lataasha@lm2cc.com	Address: 228 NW Executive Way, Lee's Summit, Mo 64063 Phone: 816-600-2001 Fax:
2.	Name: Email:	Address: Phone: Fax:
3.	Name: Email:	Address: Phone: Fax:
4.	Name: Email:	Address: Phone: Fax:
5.	Name: Email:	Address: Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name: McCownGordon Construction
 Submitted By: Adam Gregory
 Title: Project Executive
 Telephone No.: 816-519-7325
 Fax No.:
 E-mail: agreory@mccowngordon.com
 Date: 5.2.2022

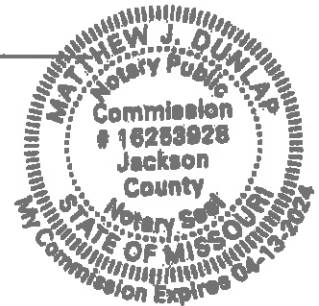
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Brandi Riggs
Affiant's signature

Subscribed and sworn to before me this 8th day of May, 20 22

Matthew J. Dunlap
Notary Public

My Commission expires: 4/13/24





Company ID Number: 1295467

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and McCownGordon Construction (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1295467

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS



Company ID Number: 1295467

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer McCownGordon Construction	
Name (Please Type or Print) Nancy Whitworth	Title
Signature Electronically Signed	Date 05/02/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/02/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (E33080777)

11/1/2022

5/2/2022

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

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

PRODUCER: Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

INSURED: MCCOWNGORDON COMPANIES, INC.
1058318 MCCOWNGORDON CONSTRUCTION, LLC
PB GROUP, LLC, 850 MAIN, LLC
850 MAIN STREET
KANSAS CITY MO 64105-2006

INSURER A:	THE CHARTER OAK FIRE INSURANCE COMPANY	25615	A+
INSURER B:	TRAVELERS PROPERTY CASUALTY CO OF AMERICA	25674	A+
INSURER C:	TRAVELERS INDEMNITY COMPANY OF AMERICA	25666	A+
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES *

CERTIFICATE NUMBER: 18493154

REVISION NUMBER: XXXXXXXX

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

TYPE OF INSURANCE	ADD. WORKING	ADD. WORKING	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ EACH ACT ☐ LOC ☐ OTHER	Y	Y	VTC2JC02793C179TIL21	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See endorsement) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSP AGG \$ 2,000,000 \$
B ☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRE AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	VTJ-CAP-2793C180-TIL-21	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
B ☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DEED ☒ RETENTION: 10,000	Y	Y	CUP2793C4322125	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Excluded in 114) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4R0072312125D	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B EQUIPMENT FLOATER A BLANKET BUILDERS RISK	N	N	QT6301J678811TIL21 QT6602K596535TIL21	11/1/2021 11/1/2021	11/1/2022 11/1/2022	LEASED & RENTED \$1,600,000 PER ITEM/ALS \$1,000 DED ***SEE ATTACHMENT***

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NO 07/22025-02, CITY HALL GARAGE & SOUTH PLAZA RESTORATION
CITY OF KANSAS CITY, MO, THE CITY'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS, THE DESIGN PROFESSIONALS AND CONSULTANTS ARE
ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY
WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY, AND
WORKERS COMPENSATION LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND
CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

18493154
CITY OF KANSAS CITY, MO
414 E. 12TH STREET
KANSAS CITY MO 64106

CANCELLATION See Attachment

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

John M. Amello

KCMO City Hall Garage & South Plaza Restoration Project
Project Number: 07P22025-02

Attachment G

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 8th day of May, 20 22, before me appeared
Brandi Riggs, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that
the statements made herein are truthful to the best of my knowledge. I am the
VP, Human Resources (title) of McCownGordon Construction
(business entity) and I am duly authorized, directed or empowered to act with full authority on
behalf of the business-entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person
in connection with the contracted services who does not have the legal right or authorization
under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic
verification of work program operated by the United States Department of Homeland Security (E-
Verify) or an equivalent federal work authorization program operated by the United States
Department of Homeland Security to verify information of newly hired employees, under the
Immigration Reform and Control Act of 1986, and that the business entity will participate in said
program with respect to any person hired by the business entity to perform any work in
connection with the contracted services. I have attached hereto documentation sufficient to
establish the business entity's enrollment and participation in the required electronic verification
of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and
affidavits obtained as provided in Section 285. 530, RSMo, the business entity may face liability
for violations committed by its subcontractors, notwithstanding the fact that the business entity
may itself be compliant.



Company ID Number: 1295467

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	McCownGordon Construction
Company Facility Address	850 Main Street Kansas City, MO 64105
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431857518
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



Company ID Number: 1295467

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



Company ID Number: 1295467

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Martha Martinez
Phone Number (816) 985 - 7408
Fax Number (816) 472 - 1959
Email Address mmartinez@mccowngordon.com

Name Brandi Riggs
Phone Number (816) 682 - 9805
Fax Number (816) 472 - 1959
Email Address briggs@mccowngordon.com

Name Kirstyn Spleth
Phone Number (785) 393 - 2892
Fax Number (816) 472 - 1959
Email Address kspleth@mccowngordon.com

Name Whitney Proctor
Phone Number (316) 249 - 3923
Fax Number
Email Address wproctor@mccowngordon.com



Company ID Number: 1295467

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Finance Department

Revenue Division

KANSAS CITY
MISSOURI

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

MCCOWN GORDON CONSTRUCTION LLC
850 MAIN ST
KANSAS CITY MO 64105-2006

Letter Id: L0765807872
Date: 15-Mar-2022
Taxpayer Id: **-***7518



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that MCCOWN GORDON CONSTRUCTION LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue



Legislation Text

File #: 210992

ORDINANCE NO. 210992

Establishing Fund No. 3446, the Special Obligation Series 2022B Bond Fund in the records of the City of Kansas City; estimating revenues in the amount of \$2,900,000.00 in Fund No. 3446, the Special Obligation Series 2022B Bond Fund and appropriating the same; designating requisitioning authorities; authorizing the Director of Finance to close project accounts upon completion; authorizing a contract with Piper-Wind Architects, Inc., in the amount of \$2,393,100.00 for design and pre-construction work at the City Hall including restoration of the garage and south plaza, ADA compliance of the south entrance, and a pavilion at the south entrance for the City Hall Garage and South Plaza Improvement Construction Manager at Risk project.

WHEREAS, the City Hall's garage and waterproofing membrane underlying the south plaza are in need of repair; and

WHEREAS, modifications are needed at the south plaza to bring the City Hall into compliance with current ADA standards; and

WHEREAS, current building codes require two exits from the garage; and

WHEREAS, the current layout of the City Hall's south entrance hinders efficient security screening, which can be resolved by addition of a pavilion at the south entrance; and

WHEREAS, a Construction Manager at Risk ("CM@Risk") form of contract is desired for the project to reduce the time and increase the quality of the construction; and

WHEREAS, it is desired to procure the CM@Risk contractor for the pre-construction phase of the project at the earliest feasible time; and

WHEREAS, it is desired to reserve additional funding in the amount of \$500,000.00 for the project in advance for CM@Risk Contract for pre-construction and subsequent carryover into the construction phase; and

WHEREAS, this ordinance represents the first phase of funding for the project and the remaining amount to be funded is estimated at \$19.6 million for the construction phase and will require further Council action; and

WHEREAS, the design and pre-construction costs of the project will be funded with the issuance of special obligation bonds in Spring 2022 and the payment of scheduled debt service

payments on the bonds will be made by annual appropriation of monies from general municipal revenues over a successive twenty (20) year period; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Fund No. 3446 is hereby established as the Special Obligation Series 2022B Bond Fund in the records of the City of Kansas City, Missouri.

Section 2. That the revenues in the following account of Fund No. 3446, the Special Obligation Series 2022B Bond Fund, is hereby estimated in the following amounts:

AL-3446-120000-590000	Bond Proceeds	\$2,900,000.00
-----------------------	---------------	----------------

Section 3. That the sum of \$2,900,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Special Obligation Series 2022B Bond Fund, to the following accounts:

AL-3446-079712-B-07P22025	City Hall Basement Garage	\$2,393,100.00
AL-3446-129620-G	Cost of Issuance	\$6,900.00
	TOTAL	\$2,900,000.00

Section 4. That the Director of General Services is designated as requisitioning authority for Account No. AL-3446-079712 and that the Director of Finance is designated as requisitioning authority for Account No. AL-3446-129620.

Section 5. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this Ordinance with respect to appropriations in Section 3 (the "Appropriation") with the proceeds of bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriation is not to exceed \$2,900,000.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2.

Section 6. That the Director of Finance is hereby authorized to close project accounts, encumbrances and retainage related to the accounts in Section 3, and return the unspent portion to the fund balance from which it came upon the earliest of: (i) Project's completion; (ii) final maturity of financing, or (iii) five years after issuance.

Section 7. That the Director of General Services is hereby authorized to execute a \$2,393,100.00 contract with Piper-Wind Architects, Inc. for Project No. 07P22025, the City Hall Garage and South Plaza Improvement Project, from the funds appropriated in Section 3. A copy of the contract is on file in the General Services Department.

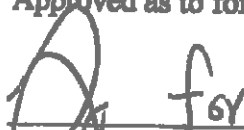
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.



Tammy L. Queen
Director of Finance

Approved as to form and legality:

 for

Katherine Chandler
Assistant City Attorney



Authenticated as Passed



Quintana Lopez, Mayor

Marilyn Sanders, City Clerk
NOV 04 2021

Date Passed



EXHIBIT I

SUPPLEMENTARY CONDITIONS

Project Number: **07P22025-02**

Project Title: **City Hall Garage & South Plaza Restoration CM@Risk**

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

SC-1.01 Article 1, Paragraph 1.01, Defined Terms; Definition 16. Contract Documents is supplemented as follows:

16. Contract Documents- The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid Form/Contract (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Intent to Contract), the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Project Manual and the certification page(s) of the DESIGN PROFESSIONAL and Consultant(s), together with approved Project baseline schedule and amendments thereto and all Written Amendments, Change Orders, Work Change Directives, and DESIGN PROFESSIONAL's written interpretations and clarifications issued on or after the Effective Date of the Contract, and approved Shop Drawings. Reports and drawings of subsurface and physical conditions are not Contract Documents.

SC-1.01 Article 1, Paragraph 1.01, Defined Terms, Subparagraph 1.01 is amended by deleting Paragraph 19 and replacing with the following:

19. CONTRACTOR/CM@Risk - The person, firm, partnership, company, corporation or association licensed or otherwise authorized by law to do business in Missouri, with whom CITY has entered into the Agreement.

SC-1.01 Article 1, Paragraph 1.01, Defined Terms, Subparagraph 1.01 amended by adding the following Paragraphs:

55. Construction Manager Fee (CM Fee) – The amount CONTRACTOR is charging the CITY for overhead costs and profit associated with the Work. The CM Fee shall be the CONTRACTOR's sole compensation for the following costs:

- a) Profit
- b) All home, branch or regional office related costs, including: general and administrative expense, overhead, indirect and non-direct salaries;
- c) Salary of: any partner of the CONTRACTOR, if a partnership or joint venture; any officer of the CONTRACTOR, if a corporation; the individual if the CONTRACTOR is a sole proprietor; any person employed, during the execution of the Work, in the main office or in any regularly established branch office;
- d) Cost of employees who expedite production or transportation of materials or equipment, whether engaged at home office, shops or on the road; transportation of the CONTRACTOR's tools, materials, and equipment to the site, and the cost of unloading and loading them;

- e) Subsistence and travel costs for any and all personnel of the CONTRACTOR, subcontractors, consultants and subconsultants;
- f) All taxes and licenses required by law, except for payroll taxes;
- g) Cost of data processing services;
- h) CONTRACTOR'S employee's Performance Bonuses and Incentives.

56. Construction Manager General Conditions Price (CM GC Price) – The amount CONTRACTOR is charging CITY for indirect costs excluding the overhead and profit in satisfying the requirements of the Contract General Conditions. These costs shall be negotiated. All negotiations shall be **open book**. Those General Conditions necessary in support of self-performed work including field office personnel, vehicles, tools, etc. must be included in self-performed pricing. This amount shall not contain project contingency. Costs to be negotiated include, but may not be limited to, the following:

- a) Field office personnel who are a direct cost to the project including the number and nature of staff positions, individual gross salaries plus cost of fringe benefits, and term. The CONTRACTOR shall make available key personnel as proposed in response to the IFB. CITY reserves the right to further negotiate regarding key personnel based upon qualifications and budget.
- b) Safety Plan implementation costs including awards, training, lunches, drug and alcohol testing, first aid and temporary fire protection costs.
- c) Bond premiums; insurance premiums; payroll taxes; and payroll based insurance premiums.
- d) Field office facilities and related appurtenances such as temporary structures (shacks, tool lockers, offices, pedestrian walkways), utilities, furnishings and necessary janitorial and security services.
- e) General and miscellaneous field office supplies and small materials incidental to field office use; purchase and/or rental of, and services related to, field office equipment including but not limited to, fax machines, photocopy machines, computers, cell phones, two way radios, pagers, telephones, photography equipment, postage, reproduction, photographs and other equipment or materials;
- f) Fees;
- g) Costs for storage of materials, on and off site, as approved by CITY.
- h) On-site vehicles for non-self-performing Field Office staff.

57. Direct Costs – Cost of all direct labor, equipment and materials required to complete CONTRACTOR'S Work, either self-performed or subcontracted, based on actual direct costs to the CONTRACTOR. Direct cost packages shall be identified in the Contracting Plan as either low bid or negotiated self-performed work by the CONTRACTOR. If the work is self-performed, CONTRACTOR will have to demonstrate to CITY that the costs are competitive and reasonable. CITY may require CONTRACTOR to make such demonstration through comparing such costs with market quotes or bids and may, at its sole discretion and without increase to the FGMP, require the CONTRACTOR to competitively bid work.

58. **FGMP** – Final Guaranteed Maximum Price of the Project that is established after Preconstruction Phase 1 and upon completion of DESIGN PROFESSIONAL’s detailed design development for the Project. This amount is the sum of the CM Fee, CM GC, and an estimate of the Direct Costs agreed upon by CM/GC@Risk and CITY. (including any risk contingency agreed upon by CM/GC@Risk and CITY).

SC-4.02 Article 4, Paragraph 4.02, Subsurface and Physical Conditions; Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, no reports of explorations and tests of subsurface conditions at or contiguous to the Site of the Work were utilized. In preparation for Phase 1 (Preconstruction) Work of this project, soil sampling boreholes within the Site of Work have been procured and the resulting geotechnical and soils reports are available at the KCMO PlanRoom web site (<http://www.kcmoplanroom.org>), entitled as follows:

Geotechnical Services Report City Hall Garage Restoration Project, PSI Report No. 03382342, dated February 15, 2022, prepared by Intertek PSI.

In the preparation of the Contract Documents, the following drawings of physical conditions in or relating to existing surface or subsurface structures which are at or contiguous to the Site of the Work were utilized, which may be reviewed at the KCMO PlanRoom web site (<http://www.kcmoplanroom.org>):

1. Wright and Wright Architects – City Hall Plaza and Garage for Kansas City, Missouri, dated 1936
2. Wright and Wright Architects – City Hall for Kansas City, Missouri, dated 1936
3. BNIM Architects – City Hall Ext. Rehabilitation Phase 1, dated 2007

SC-4.06 Article 4, Paragraph 4.06, Asbestos, Lead-Based Paint, PCBs, Petroleum Waste or Radioactive Material, Subparagraphs A and B are supplemented as follows:

In the preparation of the Contract Documents, no reports of explorations and tests of Hazardous Environmental Conditions at the Site of the Work were utilized. The following reports, which may be reviewed at the KCMOPlanRoom web site (<http://www.kcmoplanroom.org>), have been prepared by the CITY’s Office of Environmental Quality:

1. Report dated December 2012, prepared by New Horizons Enterprises LLC, for City of Kansas City, Missouri, entitled “Lead Based Paint Inspection Report City Hall Parking Garage, 414 E. 12th Street, Kansas City, MO 64106”. The technical data contained in such report upon which CONTRACTOR may rely is for reference only.
2. Letter Report dated September 9, 2021, prepared by New Horizons Enterprises LLC, for City of Kansas City, Missouri, entitled “Polychlorinated Biphenyl Testing City Hall Garage, 414 E. 12th Street, Kansas City, MO 64106”. The technical data contained in such report upon which CONTRACTOR may rely is for reference only.
3. Report dated September 9, 2021, prepared by New Horizons Enterprises LLC, for City of Kansas City, Missouri, entitled “Asbestos Inspection Report 414 E. 12th Street Parking Garage, Kansas City, MO 64106”. The technical data contained in such report upon which CONTRACTOR may rely is for reference only.

SC- 5.01 A. Article 5, Paragraph 5.01, Performance, Payment and Other Bonds, Subparagraph A, second sentence, is revised as follows:

These Bonds shall remain in effect at least until **2 years** after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall furnish the following additional Bonds, which shall remain in effect as stated

SC-5.03 A. Article 5, Paragraph 5.03 Certificates of Insurance, Subparagraph A is amended by adding the following Subparagraph 1:

1. CONTRACTOR shall obtain evidence that all Subcontractors have in force the required coverage in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to CITY within ten (10) days after written request.

SC-5.04 B.1. Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph B.1 is supplemented as follows:

With respect to insurance required by Paragraphs 5.04 A.3 through 5.04 A.5, the following additional individuals or entities shall be listed as additional insureds:

CITY;
CITY's employees, Consultants, agents, and contractors;
DESIGN PROFESSIONAL; and
DESIGN PROFESSIONAL's consultants.

SC-5.04 B.6. Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph B.6 is supplemented as follows:

With respect to completed operations and any insurance made on a claims-made basis, the following additional individuals or entities shall be listed as additional insureds:

CITY;
CITY's employees, Consultants, agents, and contractors;
DESIGN PROFESSIONAL; and
DESIGN PROFESSIONAL's consultants.

SC-5.04 C. Article 5, Paragraph 5.04, CONTRACTOR's Liability Insurance, Subparagraph C is amended as follows:

The following additional policies of insurance are required:

6. Environmental Liability Insurance. This insurance shall protect CONTRACTOR, and CITY, DESIGN PROFESSIONAL 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.
7. Asbestos Liability Insurance. This insurance shall be an "occurrence" policy and shall protect CONTRACTOR, and CITY, DESIGN PROFESSIONAL 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

If CONTRACTOR provides Environmental or Asbestos Liability Insurance through a Subcontractor, CONTRACTOR shall contractually require the Subcontractor to include CITY, Design Professional 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 Paragraphs 6.01 B and 6.06 G.

SC-5.06 A. Article 5, Paragraph 5.06, Property Insurance, Paragraph A, is amended by adding the following after the first sentence:

Property Insurance on the Work at the Site shall be written with a deductible amount not to exceed \$10,000.00.

SC-6.01. Article 6, Paragraph 6.01, Indemnification, is supplemented by adding Subparagraph F as follows:

F. CONTRACTOR shall defend, indemnify and hold harmless the CITY, CITY's Consultants, DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's consultants, CITY's materials testing contractor, and each of their respective employees 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 CONTRACTOR or CONTRACTOR'S Agents, regardless of whether or not caused in part by any act or omission, including negligence, of OWNER. CONTRACTOR'S obligations under this subparagraph shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

SC-6.06 A.1 Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.1:

Proposed "or-equal" items **must be submitted by email** with paper copy to CITY at least 10 days prior to Bid date to both of the following addresses:

Gnani Mahalingam, Project Manager
City Hall 17th Floor
General Services Department
414 E 12th Street
Kansas City, Missouri 64106
Email: Gnani.Mahalingam@kcmo.org

Cory Buress, Contract Administrator
City Hall 1st Floor
General Services Department
414 E 12th Street
Kansas City, Missouri 64106
Email: Cory.Buress@kcmo.org

Only Bidders may submit proposed "or-equal" items and such items must require no change in related Work. Acceptance by CITY of any proposed "or-equal" items will be made by Addendum only.

SC-6.06 A.2. Article 6, Paragraph 6.06 Substitutes and "Or-Equal" Items, Paragraph A is amended by adding the following at the end of Paragraph A.2:

Proposed substitute items must be submitted to CITY's Representative not later than ten (10) days prior to the time the item is to be incorporated into the Work. Only CONTRACTOR may submit proposed substitute items, and such items must be submitted to CITY's Representative on the standard City form 01630 - Substitution Request.

SC-6.07 B. Article 6, Paragraph 6.07, Concerning Subcontractors, Suppliers and Others, Subparagraph B is supplemented as follows:

The following Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) are pre-approved by the City for performing **environmental testing and remediation** work:

Blackstone Environmental Inc., 16200 Foster Street, Overland Park, KS 66085
Burns and McDonnell, 9400 Ward Parkway, Kansas City, MO 64114
Environmental Works Inc. 1731 Locust Street, Kansas City, Mo 64108
New Horizons Enterprises LLC., PO Box 681183, Kansas City, MO 64168
OCCU-TEC, 2604 NE Industrial Drive, Suite 230, North Kansas City, MO 64117
Olsson Associates Inc., 7301 W. 133rd Street, Suite 200, Overland Park, KS 66213
Tetra Tech Inc., 415 Oak Street, Kansas City, MO 64106
SCS Engineers, 8575 W. 110th Street, Suite 100, Overland Park, KS 66210.

The CONTRACTOR shall select Subcontractor(s) from the above-referenced pre-approved list for performing any and all **environmental testing and remediation** work.

SC-6.09. Article 6, Paragraph 6.09, Permits, Subparagraph A is supplemented as follows:

CONTRACTOR shall obtain and pay for all required permits.

SC-6.10. Article 6, Paragraph 6.10, Compliance with Laws and Regulations, is amended by adding the following new Subparagraphs immediately following Subparagraph 6.10 I 2:

a. CONTRACTOR will be required to comply with wage rates as follows:

Missouri Wage Order No. **28**
County: **Jackson,**
Work Type: **State – Building / Heavy**

SC-6.11. Article 6, Paragraph 6.11, Taxes, is amended by adding the following sentence to Subparagraph 6.11 B:

B. Tax Compliance. The following subparagraphs apply if the Contract is over \$160,000.00.

SC-11.02.B. Article 11, Paragraph 11.02.B. Cost of the Work is amended by adding the following new Subparagraph: 11.02.B.6

6. CM Fee, CM GC, and contingency.

SC-12.01 Article 12, Paragraph 12.01, Time of the Essence is amended by adding the following new Subparagraphs immediately following Subparagraph 12.01 A:

B. Starting and Completion

1. The Work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director of General Services, and the Work shall be substantially complete, in accordance with Paragraph 14.04, within **575 Calendar Days** thereafter. Once the Work starts, CONTRACTOR shall continuously pursue completion of the Work.
2. The Work shall be completed and ready for final payment in accordance with Paragraph 14.07 within **30** Calendar Days after the date of Substantial Completion of the Work.

C. Liquidated Damages

1. If the Work is not substantially completed, in accordance with Paragraph 14.04, on or before Date Agreed upon at FGMP within the period stated in Paragraph 12.01 B.1, CONTRACTOR shall pay to CITY **one thousand five hundred dollars (\$1,500.00)** as liquidated damages and

not as a penalty for each Calendar Day until the Work is substantially complete. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.

2. If the Work is not completed and ready for final payment in accordance with Paragraph 14.07, within the period stated in Paragraph 12.01 B.2, CONTRACTOR shall pay to CITY **five hundred dollars (\$500.00)** as liquidated damages and not as a penalty for each Calendar Day until the Work is completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due CONTRACTOR.
- D. Adverse Weather Days and Actual Weather Delay Days. From the date of the Notice to Proceed to the date of Substantial Completion (or Milestone), CONTRACTOR shall maintain a log of Adverse Weather Days. The log shall be approved by the Design Professional on a weekly basis.
1. **Adverse Weather Days** shall be defined as non-holiday weekdays during which prevailing weather conditions at the construction work site would prevent activities on the critical path of the CONTRACTOR's approved construction schedule ("**Critical Activities**") from moving forward.
 2. The following schedule of typical monthly **Anticipated Adverse Weather Days** is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather delay evaluations. The CONTRACTOR's construction schedule must reflect and make allowance for these anticipated Adverse Weather Day delays in all weather-dependent activities and schedules.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS (DURING FIVE-DAY WORK-WEEK)

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
6	4	3	3	4	3	5	4	2	1	2	4

3. Whenever feasible, the CONTRACTOR shall exercise due diligence in planning, anticipating, and taking preemptive action to prevent Adverse Weather Days from causing actual delay to Critical Activities.
4. **Actual Weather Delay Days** shall be defined as Adverse Weather Days that actually prevented work on Critical Activities for 50 percent or more of the CONTRACTOR's scheduled workday despite the Contractor's use of due diligence to prevent such delay. Actual Weather Delay Days must be unavoidable, beyond the control of, and without the fault or negligence of, the CONTRACTOR. Actual Weather Delay Days shall include workdays after the Actual Weather Delay Day that are actually impacted by the causative adverse weather event (even if the adverse weather event occurred in previous month). For the purpose of monthly weather delay evaluations, Actual Weather Delay Days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days.
5. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the CONTRACTOR will notify the Design Professional via email immediately upon occurrence of each Actual Weather Delay Day. Within ten (10) calendar days thereafter CONTRACTOR shall submit to the Design Professional and copy to the City a written request for approval of each Actual Weather Delay Day with a statement of the occurrence of the abnormal weather, the resultant impact on the normally scheduled work, and the actions taken to preempt and mitigate the impact. CONTRACTOR shall maintain a log recording all Actual Weather Delay Days. Within five (5) days of receiving Contractor's written request, Design

Professional shall review and approve or disapprove CONTRACTOR's request for each Actual Weather Delay Day detailing the reasons for Design Professional's decision.

6. One calendar month prior to the date of Substantial Completion, if the cumulative number of Actual Weather Delay Days exceeds the cumulative total of the Anticipated Adverse Weather Days as indicated above, the Design Professional shall recommend to the City to extend the Contract Times (or Milestones) for the completion of the Work by the excess number of Actual Weather Delay Days, pursuant to Paragraph 12.05.
7. Upon request from the Design Professional or the City, the CONTRACTOR shall provide priced proposals to accelerate the CONTRACTOR's construction schedule, if feasible, including but not limited to expediting, overtime, and/or out of sequence work solutions. City may, at City's discretion and expense, require acceleration of the CONTRACTOR's schedule, pursuant to the CONTRACTOR's submitted proposal(s), by Change Order.

SC-14.02 A. Article 14, Paragraph 14.02, Application for Progress Payments, Subparagraph A is amended by deleting Item 2.b and adding the following:

- b. A copy of the most recent Audit Report CONTRACTOR has submitted to the CITY's Human Relations Department through the B2G on-line reporting system.

SC-14.02 A. Article 14, Paragraph 14.02, Application for Progress Payments, Subparagraph A is amended by deleting Item 3 and adding the following:

3. CITY shall make payments to CONTRACTOR monthly on or about the 30th day of each month. Payments to CONTRACTOR will be made on the basis of **ninety percent (90%)** of the value of the Work satisfactorily completed plus **ninety percent (90%)** of the value of properly stored and insured, unused materials on hand on the Site of the Work. CITY shall retain **ten percent (10%)** of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due. All Work covered by a payment becomes CITY's property, provided that the Work paid for remains the sole responsibility of CONTRACTOR until all terms and conditions of the Contract have been met.

SC-14.04. Article 14, Paragraph 14.04, Substantial Completion, is amended by adding the following Subparagraph 14.04.C:

8. To be considered Substantially Complete, the following items of Work must be operational and ready for the continuous use as intended: **All of the Work except landscaping items.**

SC-14.05. Article 14, Paragraph 14.05, Partial Utilization is amended by adding the following new Subparagraph A.3. immediately following Subparagraph 14.05 A.2:

3. CITY at any time may make a written request to CONTRACTOR to permit CITY to take over operation of any part of the Work although it is not substantially complete. A copy of the request will be sent to DESIGN PROFESSIONAL, and within a reasonable time thereafter CITY, CONTRACTOR and DESIGN PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not make written objection to CITY and DESIGN PROFESSIONAL that such part of the Work is not ready for separate operation by CITY, DESIGN PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such lists to CITY and CONTRACTOR. DESIGN PROFESSIONAL will also make a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which recommendation will

become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed DESIGN PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

----- END OF SUPPLEMENTARY CONDITIONS -----