



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #: 210992**

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### 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

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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
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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	\$2,893,100.00
AL-3446-129620-G	Cost of Issuance	<u>\$6,900.00</u>
	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.

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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

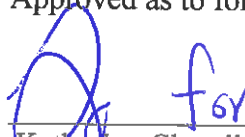
**File #: 210992**

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:



Katherine Chandler  
Assistant City Attorney



Authenticated as Passed



Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

**NOV 04 2021**

Date Passed

**DESIGN PROFESSIONAL SERVICES AGREEMENT**

**PROJECT NO. 07P22025 – DESIGN SERVICES FOR CITY HALL SOUTH PLAZA AND GARAGE RESTORATION**

**GENERAL SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Piper-Wind Architects, Inc. *Missouri Corporation*; (“Design Professional”). City and Design Professional agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

*Note: Describe the general scope of project. Be certain to delete this note and the non-applicable section before your final Agreement document is printed.*

**Sec. 1. Project description.**

- A. The services to be provided under this Agreement are for the following project (Project) and purpose:

**Project No. 07P22025 – Design Services for City Hall South Plaza and Garage Restoration**

**Sec. 2. Services to be performed by Design Professional.** Design Professional shall perform the following Scope of Services:

- A. **Attachment A – Scope of Services**
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B – Electronic Format Requirements**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

**Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,393,193.00, as follows:
  - 1. \$2,393,193.00 for the services performed by Design Professional under this Agreement.
  - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. A schedule of position classifications and the salary range for each position is included as a part of **Attachment A**.
- B. **Method of Payment.** Upon completion of the services performed under the Agreement Design Professional shall invoice City, stating completion of the services and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
- D. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Rights and Equal Opportunity Department.

**Sec. 5. Notices.** All notices required by this Agreement shall be in writing and sent to the following:

**City:**

General Services Department

Darrell Everette, Manager of Procurement Services:

City Hall, 1<sup>st</sup> Floor-RM. 102W

Address: 414 E. 12<sup>th</sup> Street,

Kansas City, MO 64106

Design Professional Service Agreement Part I 102014

Contract Central

Phone: (816) 513-0798                      Facsimile: (816) 513-2812

E-mail address: [Darrell.everette@kcmo.org](mailto:Darrell.everette@kcmo.org)

**Design Professional:**

Piper-Wind Architects, Inc.

Eric Piper

2121 Central Street – Suite 143

Kansas City, MO 64108

Phone: (816) 474-3050      Facsimile: (816) 474-3051

E-mail address: [eric.piper@piper-wind.com](mailto:eric.piper@piper-wind.com)

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

**Sec. 7. Conflict Between Agreement Parts.** In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

**Sec. 9. Attachments to Part I.** The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

- A. Attachment A – Scope of Services
- B. Attachment B – Electronic Data Requirements
- C. Attachment C – Non Construction Application for Payment
- D. Attachment D – Licensed Geographical Information System Data
- E. Attachment E – Non-Construction Subcontractor’s Listing
- F. Attachment F – Certificate of Insurance
- G. Attachment G – Employee Eligibility Verification

**Sec. 10. Subcontracting.** Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

**Sec. 11. Contract Information Management System.** Design Professional shall comply with City’s Contract Information Management System requirements. Design Professional shall use City’s Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City’s provided system for all personnel, subcontractors or suppliers as applicable.

**Sec. 12. Minority and Women’s Business Enterprises.** City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 13. Professional services certification.** Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert

witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

**Sec. 14. Effectiveness; Date.** This Agreement will become effective when the Manager of Procurement Services has signed it. The issuance of a Purchase Order by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City Shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to the Contractor.



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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: 11-17-21

By: 

Name: ERIC J. PIPER, AIA

Title: PRINCIPAL

Date: 11/22/2021

**KANSAS CITY, MISSOURI**

DocuSigned by:



DE6901B73458419...

By: \_\_\_\_\_

Name: Darrell Everette

Title: Manager of Procurement Services

Approved as to form:

DocuSigned by:



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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.

## ATTACHMENT A.1 –SCOPE OF SERVICES

PIPER-WIND ARCHITECTS, Inc.

### **Design Professional Services – City Hall South Plaza and Garage Restoration, related**

**ADA Improvements and CMc Coordination**  
**Project No. 07P22025**  
**Kansas City, Missouri, General Services Department**

We are pleased to provide the City with this proposal for the City Hall South Plaza and Garage Restoration, ADA improvements and related CMc General Contractor coordination. Herein lay our understanding of the project, proposed scope of services, and related compensation.

#### **Project Understanding:**

Provide professional services for the final design, construction documentation, permitting, and related construction observation, CMc Contractor solicitation, management and coordination for the City Hall south entrance, plaza, garage restoration, building code upgrades and ADA improvements, as indicated in the following narrative, Attachment A.2.

#### **Schedule:**

Work will begin immediately upon receipt of Notice to Proceed (NTP) and it is anticipated that the construction documentation phase work indicated will be completed within 6 months and the construction phase work will be completed within an additional 18 months, (or a total of 24 months).

Actual durations of the project will be dependent upon activities that Piper-Wind are not in direct control, such as availability and scheduling of client meetings, client review and response times, and the durations of time required and identified by the contractors doing the work. With this in mind, Piper-Wind and its consultants will work diligently and efficiently to maintain the prescribed project schedule.

#### **Compensation:**

Piper-Wind Architects agrees to perform the work indicated above for the not-to-exceed lump sum price of Two Million, Three Hundred Ninety-Three Thousand and One Hundred Ninety-Three Dollars **(\$2,393,193.00)**. PWA’s services will be billed on an hourly basis and invoiced monthly for work provided and according to the percentage of completion. Compensation for additional phases or scopes of work, if any, will be determined as their respective detailed work scopes are determined and can be quantified.

#### **Compensation Schedule:**

**Discipline**

**COMPENSATION**

Piper-Wind Architects, Inc. (Prime, Architectural, Project Mgmt.)	\$1,120,600.00
FSC Engineering (MEP & FP Engineering / Code Consulting)***	\$151,705.00
Taliaferro and Browne (Civil Engineering / Land Surveying)*	\$55,038.00
Parsons Communications (Communications / Public Relations)*	\$57,600.00
Design Ranch (Graphics and Messaging)**	\$60,000.00
Walter P. Moore (Forensics / Structural Restoration Engineering / Waterproofing)	\$778,000.00
Construction Mgmt. Resources (Cost Estimating)	29,400.00
Hydro Dynamics (Fountain Consultants)	20,850.00
<u>Reimbursable Expenses</u>	<u>\$120,000.00</u>
<b>Total FEE</b>	<b>\$2,393,193.00</b>

\*denotes KCMO certified MBE firm

\*\*denotes KCMO certified WBE firm

\*\*\*denotes KCMO certified MBE or WBE firm (City's option)

### Reimbursable Expenses:

Reimbursable expenses **are included** in the above lump sum not to exceed amount. These include expenses expected for plotting, printing, photocopies, postage and delivery service, photo-processing, long-distance communications, out-of-town travel and sustenance, etc. related to the project and local transportation which will be charged at a rate of .56 cents per mile. Expenses are invoiced in addition to our fees, and are billed at cost plus 5% for handling, and are included in the above lump sum, not-to-exceed price. Consultant expenses are included in their lump sum cost. Consultant fees are similarly billed at cost plus 5% for handling and are included in the above lump sum, not-to-exceed amount.

### Additional Services:

Piper-Wind Architects will provide any additional services requested. Any services outside the scope described above that is not a part of the not to exceed budget, will be billed at our standard hourly rates or an agreed to lump sum fee established per service. If there is a need to include any additional consultants in this scope of work other than those identified herein, this will not be done without Owner's approval. Additional services for the other consultant team members will be billed at their current billing rates.

**Hourly Rates:** Current hourly rates for PWA's services are as follows:

Principal Architect:	\$200/hour	Project Architect Level I:	\$145/hour
Senior Project Manager:	\$195/hour	Project Architect:	\$140/hour
Senior Project Architect:	\$185/hour	Intern Architect Level III:	\$125/hour
Project Architect Level IV:	\$175/hour	Intern Architect Level II:	\$120/hour
Project Architect Level III:	\$165/hour	Intern Architect level I:	\$115/hour
Project Architect Level II:	\$155/hour		

The rates above will be adjusted annually. Modifications to the above rates may be made periodically to reflect changes in staffing at Piper-Wind Architects that may occur throughout the year.

### Standard of Care:

The services performed by Piper-Wind Architects, Inc. under this Agreement will be conducted in a manner consistent with that level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions in the same geographic area. Piper-Wind Architects, Inc. will be responsible for the data, interpretations, and recommendations provided in performing its services hereunder, but shall not be responsible for the interpretations by others of the information developed. There are no warranties given to the Owner either expressed or implied.

### Qualifications and Clarifications

Construction Means and Methods Disclaimer: Piper-Wind Architects, Inc. will not have control over or

charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are all the responsibility of the contractor(s) performing the work.

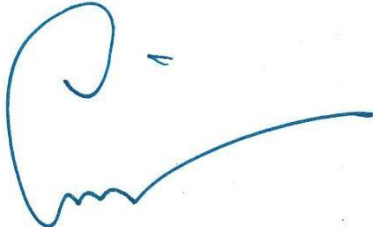
Cost Estimate Disclaimer: Since Piper-Wind Architects, Inc. has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, any estimates of construction costs are made on the basis of experience and qualifications. These opinions represent judgment as a design professional familiar with the construction industry. However, Piper-Wind Architects, Inc. cannot and does not guarantee that proposals, bids or the construction cost will not vary from any construction cost estimate performed by PWA or others as part of this project.

Method of Payment: Invoices will be sent to the Owner for work performed and expenses incurred by Piper-Wind Architects, Inc. on a monthly basis, based on the progression of the work, and are due upon receipt. Interest of one percent (1%) per month will be payable on any amount not paid within thirty (30) days from the date of invoice.

Termination: Either the Owner or Piper-Wind Architects, Inc. may terminate this Agreement at any time upon written notice to the other party of such termination, specifying the effective date thereof. If termination occurs prior to the completion of work hereunder, Piper-Wind Architects, Inc. shall within thirty (30) days thereafter submit a statement of work performed and expenses incurred to the date of termination, which will become due and payable at that time. Piper-Wind Architects, Inc. shall have no responsibility for work that is incomplete due to an early termination.

Other conditions as indicated in City Contract Form. Thank you again for the opportunity to work with you on this project.

Sincerely,  
**Piper-Wind Architects, Inc.**



Eric J. Piper, AIA, Principal



## Attachment A.2

### KCMO City Hall Garage and South Plaza Restoration

Parking Garage Repair, South Plaza Restoration, New Accessible Route and New Entrance Addition

#### *Description of Construction Work Scope – September 1, 2021*

#### 1. Garage Repair and Restoration

- a. **Structural Repair:** Patch/ repair all concrete joists, beams, and columns in garage as indicated in WPM structural report. At garage roof/ plaza level, remove and recast reinforced concrete framing – slab, joists, beams and girders – where indicated on structural plans and sections. New concrete framing is to match the geometry of existing framing. Provide Allowance (per WPM) of \$500,000 for supplemental steel reinforcement to support cut framing.
- b. **Selective Demolition:** Significant portion of garage restoration work is located below all structural walkway surfaces from existing south building entrance to 12th street sidewalk to the south, to Locust St to the east, and entrance level plaza to the west as shown in structural plans. Remove existing plaza topping slab, insulation, and soil to access concrete structure below. In order to remove the existing slab, carefully remove limestone wall caps and granite steps, and plaza side of limestone cladding, tag, store and reinstall in exact location of existing after new structural slab and new waterproofing system has been installed. Architectural wall elements above demolished framing shall be removed, salvaged, and reconstructed above new framing as indicated on structural plan.
- c. **Hazardous Materials Abatement:** Environmental remediation of hazardous materials identified on site may be necessary prior to demolition work.
- d. **Structural Restoration:** At garage, remove and recast concrete framing for roof/ plaza level – slab, joists, beams and girders – where indicated on structural plans and sections. New concrete framing is to match the geometry of existing framing. Provide temporary shoring as required to support cut framing.
- e. **Waterproofing Replacement:** Provide new plaza level waterproofing system where shown on drawings. Waterproofing system to consist of hot rubberized asphalt, protection board, drainage mat, and polystyrene insulation. Tie new system into existing as indicated in drawing details.
- f. **Walkway Surfaces:** Provide 2'x2' granite pavers (or new 4-inch thick concrete topping slab) at walk surfaces after replacing waterproofing system. Provide Deduct Alternate for broom finish concrete in lieu of granite pavers between steps as indicated in Item 2 South Plaza Restoration below. Provide Deduct Alternate for broom finish concrete sidewalk in lieu of granite pavers as indicated in Item 3 New South Plaza Accessible Route below.
- g. **Limestone Wall/ Granite Stair Restoration:** Reinstall limestone wall cladding and granite steps, as indicated in Item 2 South Plaza Restoration below.
- h. **Partial Depth Repairs:** Provide Allowance for partial depth slab, partial depth beam, and column repairs as indicated on structural plans and sections.
- i. **Mechanical/ Electrical/ Plumbing/ Fire Protection:** Provide Allowance to temporarily remove or relocate mechanical/ electrical/ plumbing/ fire protection system components as required during structural slab

KCMO City Hall  
 Parking Garage Repair, Plaza Restoration, New Accessible Route and New Entrance Addition  
 Scope of Work Description

- and framing removal and restoration. Systems to be reinstalled and/ or repaired with new components to be operational upon completion.
- j. **High Performance Coating:** Prep and paint existing, patched and repaired, and new structural elements in garage with high performance coating.
  - k. **New Slab over Tunnel:** Remove and replace concrete slab over existing tunnel as indicated on structural plan.
  - l. **Grind and Polish Floor:** Grind existing structural floor slab to high honed finish with concrete grinding machine. Provide polish floor at top parking tier as part of base estimate, and Add Alternates to do the other two parking tiers.
  - m. **New Egress Stair:** Cut existing concrete structural slab and frame and provide new exit stair from garage to south plaza. Provide Add Alternate for this exit stair to be enclosed with glass storefront system and sloped metal roof with steel gutters and downspouts.
  - n. **LED Lighting:** Demo existing and provide new LED garage general illumination and egress lighting in new conduit, with supplemental lighting at entry drive for glare control.
  - o. **Sprinkler System:** Modify existing sprinklers at stairs. Evaluate existing system for consideration of replacement of existing piping and sprinkler heads.
  - p. **Mechanical System:** Replace existing ventilation system with new energy efficient ventilation system including vehicle exhaust detection with carbon monoxide and nitrogen dioxide detectors. Evaluate all existing fans for consideration of upgrade or replacement.
  - q. **Security System:** Add new garage security system.
  - r. **Fire Alarm System:** Replace existing fire alarm system with new alarm system so that all components are compatible and comply with current code requirements.
  - s. **Temporary Utility Relocation:** Provide temporary protection or alternate routing of all utilities at the northeast bays of the garage prior to any removal of utilities for construction. Identify existing communications cables and coordinate temporary service interruptions with all necessary departments.
  - t. **Space Heaters:** Evaluate all existing steam unit heaters for consideration of replacement.
  - u. **Garage Office:** Identify source of water infiltration and repair structure and waterproofing system as necessary. Install new acoustical ceiling and LED light fixtures.

## 2. South Plaza Restoration

- a. **Restoration Scope:** Extent of plaza restoration work includes all structural walkway surfaces from existing City Hall south entrance to 12<sup>th</sup> Street sidewalk to the south, Locust Street to the east, and entrance level plaza to the west.
- b. **Structural Repair:** Refer to garage level structural repair and restoration as indicated in Item 1 Garage Repair and Restoration above.
- c. **Limestone Wall Restoration:** In order to remove the existing slabs and support structure and replace waterproofing, carefully remove limestone wall caps, and plaza side of limestone wall cladding, inventory and tag, store and reinstall in exact location of existing after new concrete structural framing, slabs and new waterproofing system has been installed. Architectural wall elements above demolished framing shall be removed, salvaged, and reconstructed above new framing as indicated on structural plan.
- d. **Waterproofing Replacement:** Provide and install new waterproofing system compatible with existing over new and existing slabs as indicated. Waterproofing system to consist of hot rubberized asphalt,

KCMO City Hall  
 Parking Garage Repair, Plaza Restoration, New Accessible Route and New Entrance Addition  
 Scope of Work Description

protection board, drainage mat, and polystyrene insulation. Tie new system into existing as indicated in Item 1 Garage Repair and Restoration above.

- e. **Granite Stair Restoration:** Remove existing solid granite steps, inventory and tag, store and reinstall for either reuse or repurposing. Reinstall salvaged granite steps (or install new granite steps if reuse is not feasible). Provide proper sealant at all joints in granite steps.
- f. **Granite Pavers:** Provide new 2'x2' granite pavers on top of waterproofing system at walkways between steps. Provide Deduct Alternate for broom finish concrete in lieu of granite pavers between steps.
- g. **Snow Melt System:** Provide new hydronic sub-slab radiant ice melting system under all south plaza walking surfaces, including concrete slabs, granite stairs and pavers.
- h. **Fountain Repair:** Provide Allowance for repairs and/or replacement as required to existing (8) seahorse fountains. Evaluate existing pump, valves, and domestic water, drain and overflow piping and connections to eight fountains for consideration of replacement.
- i. **Benches and Sculpture:** Remove and salvage existing stone benches, bronze sculpture and stone base. Inventory and tag, store and reinstall at existing location.
- j. **Irrigation System:** Repair and modify irrigation system as necessary for new construction.
- k. **Landscape:** Repair lawn with new sod in areas affected by construction.
- l. **Handrails:** Include required ADA modifications to existing ornamental handrails at both north and south plaza entry stairs. Provide new railing and components to match existing where necessary.

### 3. New South Plaza Accessible Route (east to Locust Street)

- a. **Plaza Level Extension:** Extend exterior plaza out at same elevation as first floor above existing west plaza level, and also extend to the east to new sloped sidewalk. Plaza extension continues south where three new steps are added at top of last run of grand stairs. Refer to Item 2 South Plaza Restoration above.
- b. **Structural Repair:** For structural repair of south entry plaza, refer to garage level structural repair and restoration as indicated in Item 1 Garage Repair and Restoration above.
- c. **Limestone Wall Modification:** Remove existing cap from existing limestone wall, add 8" CMU block backup, install new sections of 8" limestone cladding to match existing, and reinstall existing cap on walls adjacent to new grade. Provide proper sealant between all granite, limestone and concrete joints.
- d. **New Sloping Walk:** Provide new sloping sidewalk from south building entry to Locust Street sidewalk to the east. New sloping sidewalk to be 2'x2' granite pavers on top of new concrete slab and waterproofing membrane with drainage channels. Provide Deduct Alternate for broom finish concrete sidewalk in lieu of 2'x2' granite pavers.
- e. **Plaza Wall Extension:** Extend existing plaza wall (raised as indicated in Item 3b. above) to the east as shown to accommodate change in grade where existing steps are replaced with sloping sidewalk.
- f. **New Structural Slab:** Provide new concrete structure below to accommodate new sloping sidewalk as indicated in Item 2 South Plaza Restoration above.
- g. **New Slab on Grade:** Provide new sloping slab on grade in portion closest to Locust Street sidewalk as indicated.
- h. **Granite Curbs:** Remove existing granite curbs, inventory and tag, store and reinstall adjacent to new sloped sidewalk as indicated. Provide new granite curbs if salvage and reuse of existing is not feasible. Provide proper sealant between all granite, limestone and concrete joints.

KCMO City Hall  
 Parking Garage Repair, Plaza Restoration, New Accessible Route and New Entrance Addition  
 Scope of Work Description

- i. **Snow Melt System:** Provide new hydronic sub-slab radiant ice melting system under all south plaza accessible route walking surfaces, including concrete slabs, granite stairs and pavers.
- j. **Irrigation System:** Repair and modify irrigation system as necessary for new construction.
- k. **Landscape:** Repair lawn with new sod in areas affected by construction.

#### 4. New South Entrance Building Addition

- a. **New Entrance Addition Scope:** Single story entrance addition shall be a steel frame structure clad in limestone to match existing building, with cantilevered roof on three sides, tied to existing building with movement joint. Structural system shall be steel moment frame in both E-W and N-S directions.
- b. **Addition Canopy:** Entrance addition shall have membrane roof with drains/ overflow drains to internal downspouts. Canopy shall have decorative aluminum fascia and metal panel soffits.
- c. **Plaza Level Extension:** Extend existing first floor level out to edge of new addition structure, eliminating two existing steps at building entry for ADA access. Extend exterior plaza out at same elevation above existing west plaza level, and also extend to the east to new sloped sidewalk. Plaza extension continues south where three new steps are added at top of last run of grand stairs. Refer to Item 2 South Plaza Restoration above.
- d. **Structural Repair:** For structural repair of south entry plaza, refer to garage level structural repair and restoration as indicated in Item 1 Garage Repair and Restoration above.
- e. **Entrance Doors:** Door systems shall be frameless structural glass. Hinged doors facing south (two pairs). Sliding doors with motion detectors facing east and west (one per each side).
- f. **Interior Floor Finish:** Floor to be terrazzo similar to existing City Hall lobby.
- g. **Interior Wall Finish:** Interior walls to be limestone to match exterior cladding.
- h. **Air Curtain:** Heating and cooling to be overhead "air curtain" above each door.
- i. **Radiant Heat:** Hydronic coil system in floor.
- j. **Electrical Power:** Power to be provided for HVAC system, lighting, security equipment and sliding doors.
- k. **Telecomm System:** Add data receptacles at entry.
- l. **Skylight:** Skylight to be structural glazing, with low-E coating, as indicated.
- m. **Lighting:** Lighting to be LED decorative lights throughout.
- n. **Fire Alarm System:** Modify existing fire alarm system to provide coverage for entry.
- o. **Sprinkler System:** Modify existing sprinkler system to add coverage for entry.
- p. **Limestone Wall Cladding:** Remove and replace existing bottom limestone base course wall cladding at existing entrance with new "dolomite" limestone base course wall cladding to match existing color and texture.

#### 5. Potential Alternates

- a. **Deduct Alternate:** Broom finish concrete sidewalk in lieu of 2'x2' granite pavers at ADA accessible sloping sidewalk. Broom finish concrete sidewalk in lieu of 2'x2' granite pavers between steps at south plaza restoration.
- b. **Add Alternate:** Provide slab grinding and polish floor at intermediate and lower tiers of parking garage.
- c. **Add Alternate:** New parking garage exit stair to be enclosed with glass storefront system and sloped metal roof with steel gutters and downspouts.



## KCMO City Hall Garage and South Plaza Restoration

Parking Garage Repair, South Plaza Restoration, New Accessible Route and New Entrance Addition

### *Project Cost Summary – September 03, 2021*

	<u>Low Est. (w/ add alts.)</u>	<u>High Est. (w/ add alts.)</u>	<u>Median</u>
Aug. 13, 2021 Constr. Cost Estimates	\$14,608,740	\$16,656,513	\$15,632,657
A/E Fees (09.03.2121)	\$2,393,193	\$2,393,193	\$2,393,193
<b>Sub-Total</b>	<b>\$17,001,933</b>	<b>\$19,049,706</b>	<b>\$18,025,820</b>
Owner Cost Contingency (10%-20%)	\$3,400,387 (20%)	\$1,904,970 (10%)	\$2,703,873 (15%)
<b>Total Budget</b>	<b>\$20,402,320</b>	<b>\$20,954,676</b>	<b>\$20,729,969</b>

**KCMO City Hall South Plaza Improvements**

Conceptual Design Cost Estimate - August 13, 2021

Higher Cost Option

Section	Description	TOTAL	Item 1	Item 2	Item 3	Item 4
			Entry Pavilion	Site / Accessible Route	Plaza Restoration	Garage Restoration
01 00 00	General Conditions 25%	\$2,217,443	\$166,048	\$337,163	\$1,112,127	\$602,105
02 41 00	Demolition	\$1,150,228	\$5,031	\$251,230	\$834,045	\$59,921
02 45 00	Hazardous Material Abatement	\$675,394	\$0	\$166,341	\$509,053	\$0
03 30 00	Cast-In-Place-Concrete	\$1,999,010	\$4,360	\$340,450	\$823,625	\$830,574
04 20 00	Unit Masonry	\$312,923	\$107,345	\$70,539	\$97,383	\$37,658
05 12 00	Structural Steel	\$88,043	\$69,293	\$0	\$0	\$18,750
05 73 00	Ornamental Handrails and Railings	\$215,578	\$0	\$9,451	\$196,875	\$9,251
06 10 00	Rough Carpentry	\$4,886	\$4,886	\$0	\$0	\$0
06 40 16	Interior Architectural Woodwork	\$6,250	\$6,250	\$0	\$0	\$0
07 13 00	Sheet Waterproofing	\$261,261	\$0	\$72,513	\$188,749	\$0
07 21 00	Thermal Insulation	\$40,783	\$40,783	\$0	\$0	\$0
07 50 00	Membrane Roofing	\$20,021	\$20,021	\$0	\$0	\$0
07 60 00	Sheet Metal Flashing and Trim	\$28,450	\$28,450	\$0	\$0	\$0
08 11 00	Steel Doors and Frames	\$1,875	\$1,875	\$0	\$0	\$0
08 42 46	All-Glass Entrances	\$102,180	\$102,180	\$0	\$0	\$0
08 63 00	Metal-Framed Skylights	\$29,513	\$29,513	\$0	\$0	\$0
09 21 16	Gypsum Systems	\$35,735	\$35,735	\$0	\$0	\$0
09 66 00	Terrazzo	\$26,831	\$26,831	\$0	\$0	\$0
09 90 00	Painting	\$190,089	\$5,135	\$0	\$9,375	\$175,579
10 14 00	Signs	\$6,250	\$6,250	\$0	\$0	\$0
13 12 00	Fountains	\$400,000	\$0	\$0	\$400,000	\$0
21 00 00	Fire Protection	\$170,113	\$6,708	\$0	\$0	\$163,404
000010	Plumbing	\$232,000	\$30,000	\$12,500	\$189,500	\$0
23 00 00	HVAC	\$890,470	\$88,736	\$120,718	\$332,421	\$348,595
26 00 00	Electrical	\$550,735	\$44,810	\$28,025	\$66,316	\$411,584
31 20 00	Earth Moving	\$88,540	\$0	\$25,298	\$63,243	\$0
32 13 13	Cement Concrete Paving	\$103,105	\$0	\$0	\$0	\$103,105
32 14 00	Unit Pavers	\$975,945	\$0	\$247,971	\$727,975	\$0
32 80 00	Lawn Sprinkler Piping	\$6,784	\$0	\$1,808	\$4,975	\$0
32 92 00	Lawn & Grasses	\$6,784	\$0	\$1,808	\$4,975	\$0
33 00 00	Utilities	\$250,000	\$0	\$0	\$0	\$250,000
	<b>Subtotal</b>	<b>\$11,087,216</b>	<b>\$830,239</b>	<b>\$1,685,813</b>	<b>\$5,560,636</b>	<b>\$3,010,525</b>
	Contractor's Fee 10%	\$1,108,722	\$83,024	\$168,581	\$556,064	\$301,053
	<b>Subtotal</b>	<b>\$12,195,937</b>	<b>\$913,263</b>	<b>\$1,854,394</b>	<b>\$6,116,700</b>	<b>\$3,311,578</b>
	Design/Estimate Contingency 20%	\$2,439,187	\$182,653	\$370,879	\$1,223,340	\$662,316
	<b>Subtotal</b>	<b>\$14,635,125</b>	<b>\$1,095,916</b>	<b>\$2,225,273</b>	<b>\$7,340,039</b>	<b>\$3,973,893</b>
	Escalation to mid-point of construction - 12/31/2022 8.4%	\$1,235,124	\$92,489	\$187,801	\$619,459	\$335,375
	<b>TOTAL</b>	<b>\$15,870,249</b>	<b>\$1,188,405</b>	<b>\$2,413,073</b>	<b>\$7,959,498</b>	<b>\$4,309,268</b>

**Alternate #1** - Provide broom finish concrete in lieu of granite paver. **(\$764,064)**  
(for Option #2 Site/Accessible Route, and Option #3 Plaza Restoration)

**Alternate #2** - Add slab grinding to lower two tiers of parking garage **\$169,206**  
(for Option #4 Garage Restoration)

**Alternate #3** - Provide alternate exit stair with glass cover **\$617,058**  
(for Option #4 Garage Restoration)

**KCMO City Hall South Plaza Improvements**

Conceptual Design Cost Estimate - August 13, 2021

Lower Cost Option

Section	Description	TOTAL	Item 1	Item 2	Item 3	Item 4	
			Entry Pavilion	Site / Accessible Route	Plaza Restoration	Garage Restoration	
01 00 00	General Conditions	25%	\$1,931,322	\$166,048	\$350,973	\$1,064,229	\$350,072
02 41 00	Demolition	\$1,150,228	\$5,031	\$251,230	\$834,045	\$59,921	\$0
02 45 00	Hazardous Material Abatement	\$675,394	\$0	\$166,341	\$509,053	\$0	\$0
03 30 00	Cast-In-Place-Concrete	\$1,999,010	\$4,360	\$340,450	\$823,625	\$830,574	\$0
04 20 00	Unit Masonry	\$312,923	\$107,345	\$70,539	\$97,383	\$37,658	\$0
05 12 00	Structural Steel	\$88,043	\$69,293	\$0	\$0	\$18,750	\$0
05 73 00	Ornamental Handrails and Railings	\$215,578	\$0	\$9,451	\$196,875	\$9,251	\$0
06 10 00	Rough Carpentry	\$4,886	\$4,886	\$0	\$0	\$0	\$0
06 40 16	Interior Architectural Woodwork	\$6,250	\$6,250	\$0	\$0	\$0	\$0
07 13 00	Sheet Waterproofing	\$247,450	\$0	\$72,513	\$174,938	\$0	\$0
07 21 00	Thermal Insulation	\$40,783	\$40,783	\$0	\$0	\$0	\$0
07 50 00	Membrane Roofing	\$20,021	\$20,021	\$0	\$0	\$0	\$0
07 60 00	Sheet Metal Flashing and Trim	\$28,450	\$28,450	\$0	\$0	\$0	\$0
08 11 00	Steel Doors and Frames	\$1,875	\$1,875	\$0	\$0	\$0	\$0
08 42 46	All-Glass Entrances	\$102,180	\$102,180	\$0	\$0	\$0	\$0
08 63 00	Metal-Framed Skylights	\$29,513	\$29,513	\$0	\$0	\$0	\$0
09 21 16	Gypsum Systems	\$35,735	\$35,735	\$0	\$0	\$0	\$0
09 66 00	Terrazzo	\$26,831	\$26,831	\$0	\$0	\$0	\$0
09 90 00	Painting	\$190,089	\$5,135	\$0	\$9,375	\$175,579	\$0
10 14 00	Signs	\$6,250	\$6,250	\$0	\$0	\$0	\$0
13 12 00	Fountains	\$200,000	\$0	\$0	\$200,000	\$0	\$0
21 00 00	Fire Protection	\$76,086	\$6,708	\$17,743	\$47,219	\$4,418	\$0
000010	Plumbing	\$182,000	\$30,000	\$12,500	\$139,500	\$0	\$0
23 00 00	HVAC	\$604,374	\$88,736	\$158,218	\$357,421	\$0	\$0
26 00 00	Electrical	\$300,183	\$44,810	\$28,025	\$66,316	\$161,031	\$0
31 20 00	Earth Moving	\$88,540	\$0	\$25,298	\$63,243	\$0	\$0
32 13 13	Cement Concrete Paving	\$103,105	\$0	\$0	\$0	\$103,105	\$0
32 14 00	Unit Pavers	\$975,945	\$0	\$247,971	\$727,975	\$0	\$0
32 80 00	Lawn Sprinkler Piping	\$6,784	\$0	\$1,808	\$4,975	\$0	\$0
32 92 00	Lawn & Grasses	\$6,784	\$0	\$1,808	\$4,975	\$0	\$0
33 00 00	Utilities	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal</b>	<b>\$9,656,608</b>	<b>\$830,239</b>	<b>\$1,754,866</b>	<b>\$5,321,145</b>	<b>\$1,750,358</b>	
	Contractor's Fee	10%	\$965,661	\$83,024	\$175,487	\$532,115	\$175,036
	<b>Subtotal</b>	<b>\$10,622,269</b>	<b>\$913,263</b>	<b>\$1,930,352</b>	<b>\$5,853,260</b>	<b>\$1,925,394</b>	
	Design/Estimate Contingency	20%	\$2,124,454	\$182,653	\$386,070	\$1,170,652	\$385,079
	<b>Subtotal</b>	<b>\$12,746,722</b>	<b>\$1,095,916</b>	<b>\$2,316,423</b>	<b>\$7,023,912</b>	<b>\$2,310,472</b>	
	Escalation to mid-point of construction - 12/31/2022	8.4%	\$1,075,753	\$92,489	\$195,493	\$592,780	\$194,991
	<b>TOTAL</b>	<b>\$13,822,476</b>	<b>\$1,188,405</b>	<b>\$2,511,916</b>	<b>\$7,616,691</b>	<b>\$2,505,463</b>	

**Alternate #1** - Provide broom finish concrete in lieu of granite paver.  
(for Option #2 Site/Accessible Route, and Option #3 Plaza Restoration) **(\$764,064)**

**Alternate #2** - Add slab grinding to lower two tiers of parking garage  
(for Option #4 Garage Restoration) **\$169,206**

**Alternate #3** - Provide alternate exit stair with glass cover  
(for Option #4 Garage Restoration) **\$617,058**

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall 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 Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000

c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1

and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

**Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media,

prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

#### **Sec. 6. Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

#### **Sec. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of

termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

#### **Sec. 10. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design

Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

**Sec. 12. Modification.**

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

**Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, 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 that the valid provisions of this Agreement are so essentially and inseparably connected with and so

dependent upon the invalid provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); 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. 15. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

**Sec. 16. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall



comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does

not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

#### **Sec. 17. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

#### **Sec. 18. Assignability and Subcontracting.**

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material

breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

### **Sec. 19. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

### **Sec. 20. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

### **Sec. 21. Buy American Preference.**

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

### **Sec. 22. Independent Contractor.**

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

### **Section 23. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional 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). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation 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. Design Professional may obtain additional information about E-Verify and

enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 24. Quality Services Assurance Act.**

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

**Sec. 25. Anti-Discrimination Against Israel.**

If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.




# CREO KC Contractor Utilization Plan Approval

Date: 102/25/2021  
 To: Itzel Galarza, Civil Rights & Equal Opportunity Department  
 From: Darrell Everette, General Services Department  
 Subject: Contract/Project No.: 07P22025  
 Project Title: Design Services for City Hall South Plaza & Garage Restoration

<b>Funding:</b>	<input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) <sup>1</sup> <input type="checkbox"/> State (DBE) <sup>1</sup> - Grant _____ <input type="checkbox"/> Other: TIF		
<b>Contract Category:</b>	<input type="checkbox"/> Construction <input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> General Service <input type="checkbox"/> Professional Services	<input type="checkbox"/> Facility Repair <input type="checkbox"/> Concession <input type="checkbox"/> Other:
<b>Bid/Proposal Closing Date:</b>	8/16/2021	<b>No. of Bidders/Proposers:</b> 1	
<b>Recommended Bid/Proposal<sup>2</sup>:</b> \$ 2,393,193.00			
<b>Company:</b>	Piper-Winds Architects, Inc.	<b>Address:</b> 2121 Central St. Suite 143 KCMO 64108	
<b>Contact:</b>	Eric Piper	<b>Phone:</b> 816-474-3050	
<b>Contact Email:</b>	<a href="mailto:eric.piper@piper-wind.com">eric.piper@piper-wind.com</a>	<b>Fax:</b> 816-474-3051	
<b>Additional Information:</b>			

cc: Project Manager: Gnani Mahalingam

<b>FOR CIVIL RIGHTS &amp; EQUAL OPPORTUNITY DEPARTMENT USE ONLY</b>	
<b>The attached Contractor Utilization Plan is:</b>	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	<b>The Request for Best Faith Efforts Waiver is:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: 11% MBE & 2.5% WBE	or _____% DBE
DocuSigned by:  Civil Rights & Equal Opportunity Department	10/26/2021 Date

<b>FOR GRANTING AGENCY USE ONLY<sup>3</sup></b>	<input type="checkbox"/> N/A
Approved by: _____	_____
	Date

Participation is achieved and approved despite no numerical goals set.  
 Please designate as a "but for" project in B2G.

<sup>1</sup> DBE Programs apply to specific federal or state grant requirements.  
<sup>2</sup> The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.  
<sup>3</sup> Federal and state grant agreements may require granting agency approval of contract goals.  
 CREO KC Contractor Utilization Plan Approval 10.5.2021      1 of 1      Contract Central

**HRD INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

**PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**I. City's MBE/WBE Program.**

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
  2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
  3. Letter of Intent to Subcontract (HRD Form 00450.01); and
  4. Timetable for MBE/WBE Utilization (HRD Form 10); and
  5. Request for Modification or Substitution (HRD Form 11); and
  6. Contractor Affidavit for Final Payment (Form 01290.14); and
  7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for

MBE/WBE participation has been certified.

## **II. Required Submissions with Proposal.**

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

## **III. Required Submissions Prior to Contract Award.**

A. Proposer must submit the following documents prior to contract award.

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
  - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
  - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
  - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

## **IV. Additional Required Submissions when Requested by City.**

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

## **V. Required Monthly Submissions during term of Contract.**

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports

may result in delays in processing of current and future contract approvals and payment applications.

#### **VI. Required Submittals for Final Contract Payment.**

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
  2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

#### **VII. Additional Submittals.**

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

#### **VIII. MBE/WBE Participation Credit.**

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
  2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
  3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
  4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
  5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
  6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
  2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
  3. Materials and supplies used on the contract unless the MBE/WBE is responsible for

negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and

4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

#### **IX. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
  1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
  2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
  3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
  4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
  5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
  6. Conferred with certified MBEs and WBEs which inquired about or responded to the



bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
  - a. The bid due date;
  - b. The name of the project;
  - c. The address or general location of the project;
  - d. The location of plans and specifications for viewing;
  - e. Contact information of the prime contractor;
  - f. A general description of the scopes of work that are the subject of the solicitation;
  - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - i. The date and time of any pre-bid meeting(s), if any, which have been

scheduled by the bidder, proposer, or contractor as of the bid solicitation;  
and

- j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

**X. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.**

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
- 1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
  - 2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
  - 3. The Director also finds one of the following:
    - a. The listed MBE/WBE is non-responsive or cannot perform; or
    - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
    - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
    - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
    - e. The listed MBE/WBE is unacceptable to the contracting department; or
    - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

## **XI. Appeals.**

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
  - 1. The grant or denial of a Request for Waiver;
  - 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
  - 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
  - 4. Liquidated Damages;
  - 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

## **XII. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.
- B. All Proposers agree to cooperate with the contracting department and HRD in studies and surveys regarding the MBE/WBE program.

## **XIII. Miscellaneous.**

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

## **XIV. Liquidated Damages – MBE/WBE Program.**

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be

difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 07P22025

Project Title City Hall South Plaza & Garage Restoration

<u>City Hall South Plaza &amp; Garage Restoration</u> (Department Project)	<u>General Services</u> Department
<u>Piper-Wind Architects, Inc.</u> (Bidder/Proposer)	

STATE OF MISSOURI )  
 ) ss  
 COUNTY OF JACKSON )

I, ERIC J. PIPER, of lawful age and upon my oath state as follows:

- This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer’s plan to utilize MBE and/or WBE contractors on the project.
- The project goals are \_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 11 % MBE 2.5 % WBE**

- The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). *(All firms **must currently** be certified by Kansas City, Missouri)*

a. Name of M/WBE Firm FSC, Inc. Consulting Engineers  
 Address 8675 West 96th Street Overland Park, KS 66212  
 Telephone No. (913) 722-3473  
 I.R.S. No. 48-0893076

- b. Name of M/WBE Firm Taliaferro and Browne, Inc.  
 Address 1020 East 8th St. Kansas City, Missouri, 64106  
 Telephone No. (816) 283-3456  
 I.R.S. No. 48-0758891
  
- c. Name of M/WBE Firm Parson & Associates, LLC  
 Address 1518 E. 18th St. Kansas City, MO 64108  
 Telephone No. (816) 216-6571  
 I.R.S. No. 33-1169076
  
- d. Name of M/WBE Firm Design Ranch  
 Address 1600 Summit Street, Kansas City, MO 64108-1314  
 Telephone No. 816-472-8668  
 I.R.S. No. \_\_\_\_\_
  
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>FSC, Inc.</u>	<u>Contractor</u>	<u>\$151,705</u>	<u>1</u>	<u>6.3</u>
<u>Taliaferro &amp; Browne</u>	<u>Contractor</u>	<u>\$55,038</u>	<u>1</u>	<u>2.3</u>
<u>Parson and Associates</u>	<u>Contractor</u>	<u>\$57,600</u>	<u>1</u>	<u>2.4</u>
_____	_____	_____	_____	_____



the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

- 6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
- 7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
- 8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
- 9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

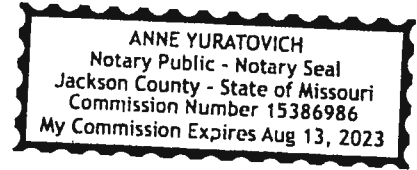
Bidder/Proposer primary contact: Piper-Wind Architects, Inc.  
 Address: 2121 Central St. Suite 143, Kansas City, MO 64108  
 Phone Number: (816) 474-3050  
 Facsimile number: (816) 474-3051  
 E-mail Address: eric.piper@piper-wind.com

By: Eric J. Piper, AIA  
 Title: Principal  
 Date: 09/08/21  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 8<sup>th</sup> day of September, 2021

My Commission Expires: 8/13/2023

Anne Yuratovich  
 Notary Public







# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title City Hall South Plaza & Garage Restoration

Project Location/Number City Hall / 07P22025

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

**PART 1:** Prime Contractor Piper-Wind Architects, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor FSC, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.] \_\_\_\_\_

Mechanical, Electrical, and Plumbing Engineering, Fire Protection Engineering, Building and Life Safety Code Consulting

for an estimated amount of \$ \$151,705 (or \_\_\_\_\_ % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

a) This subcontractor is (circle one):    MBE    WBE    DBE    N/A

i. If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Piper-Wind Architects, Inc.

Signature: *[Signature]* Eric J. Piper, AIA  
Print Name

Principal Title Principal 9/08/2021 Date

State of MISSOURI )  
County of JACKSON )

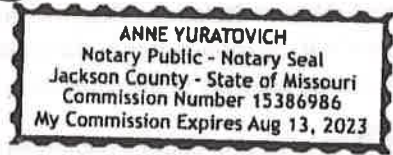
I, ERIC J. PIPER, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8th Sept, 2021

My Commission Expires: 8/13/2023

*[Signature]*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: FSC, Inc.

Signature: *[Signature]* Sonia Garapaty  
Print Name

CEO Title 9/8/2021 Date

State of Kansas )  
County of Johnson )

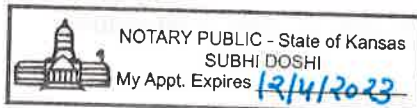
I, Sonia Garapaty, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this September day of 8th, 2021

My Commission Expires: 12/04/2023

*[Signature]*  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title City Hall South Plaza & Garage Restoration

Project Location/Number City Hall / 07P22025

Check one:
Original LOI: <input checked="" type="checkbox"/>
Updated LOI: <input type="checkbox"/>

**PART I:** Prime Contractor Piper-Wind Architects, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Taliaferro and Browne, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.] Land Surveying and Civil Engineering

for an estimated amount of \$ 55,038.00 (or      % of the total estimated contract value.)

- M/WBE Vendor type:  Subcontractor/manufacturer (counts as 100% of contract value towards goals)  
 Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)  
 Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:  The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)  
 The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

a) This subcontractor is (circle one):    MBE    WBE    DBE    N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Piper-Wind Architects, Inc.

Signature: Prime Contractor

Eric J. Piper, AIA  
Print Name

Principal  
Title

9/08/2021  
Date

State of MISSOURI )  
County of JACKSON )

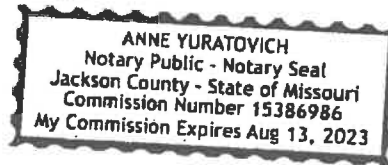
I, ERIC J. PIPER, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8th Sept, 2021

My Commission Expires: 8/13/2023

Anne Yuratovich  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TALIAFERRO & BROWNE INC.

Signature: Subcontractor

HAGOS E. ANDEBRHAN  
Print Name

CEO  
Title

09/08/2021  
Date

State of MISSOURI )  
County of JACKSON )

I, HAGOS E. ANDEBRHAN, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 8th day of Sept, 2021

My Commission Expires: 03-07-2022

Eartha J. Taylor  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title City Hall South Plaza & Garage Restoration

Project Location/Number City Hall / 07P22025

**PART 1:** Prime Contractor Piper-Wind Architects, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Parson & Associates, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Communications and Public Relations Consulting

for an estimated amount of \$ 57,600 (or      % of the total estimated contract value.)

- M/W/DBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

a) This subcontractor is (circle one):    MBE    WBE    DBE    N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Piper-Wind Architects, Inc.

Signature: [Signature] Eric J. Piper, AIA  
Print Name

Principal Title 9/08/2021  
Date

State of MISSOURI )  
County of JACKSON )

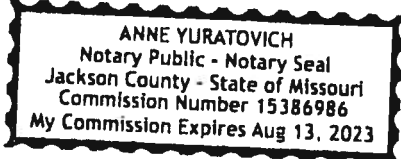
I, ERIC J PIPER, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8<sup>th</sup> Sept 2021

My Commission Expires: 8/3/2023

[Signature]  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: PARSON & ASSOCIATES, LLC.

Signature: [Signature] Print Name  
Paul T

Title 8 Sept 21  
Date

State of MISSOURI )  
County of JACKSON )

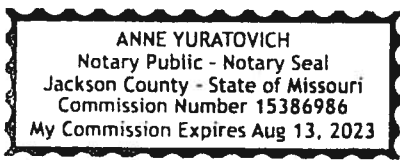
I, JASON PARSON, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8<sup>th</sup> Sept, 20 21

My Commission Expires: 8/3/2023

[Signature]  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title City Hall South Plaza & Garage Restoration

Project Location/Number City Hall / 07P22025

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

**PART I:** Prime Contractor Piper-Wind Architects, Inc. agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Design Ranch who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.] Graphics and Messaging

for an estimated amount of \$ 60,000 (or      % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name	City, State and Zip Code
------------------------	--------------------------

Primary contact: \_\_\_\_\_

Name	Phone
------	-------

a) This subcontractor is (circle one):    MBE    WBE    DBE    N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Piper-Wind Architects, Inc.

*[Signature]* Eric J. Piper, AIA  
Signature: Prime Contractor Print Name

Principal 9/08/2021  
Title Date

State of MISSOURI )  
County of JACKSON )

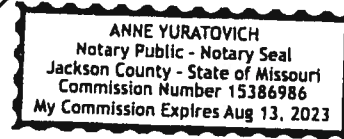
I, ERIC J. PIPER, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8<sup>th</sup> Sept, 2021

My Commission Expires: 8/13/2023

*[Signature]*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Design Ranch

*[Signature]* Ingred Sidie  
Signature: Subcontractor Print Name

Principal Sept 8, 2021  
Title Date

State of Missouri )  
County of Jackson )

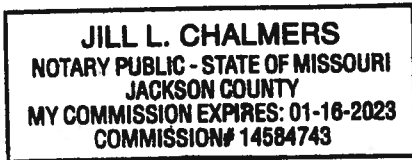
I, JILL L. CHALMERS, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 8<sup>th</sup>, 2021

My Commission Expires: 01-16-2023

September 8<sup>th</sup> 2021  
*[Signature]*  
Notary Public

STAMP:





**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.	Name: FSC MEP Engineers, LLC Email: sgarapaty@fscmep.com	Address: 8675 W. 96th St Overland Park, KS 66212 Phone: 816-333-4373 Fax: n.a.
2.	Name: TALIAFERRO & BROWN, INC Email: hagos@tb-engr.com	Address: 1020 E. 8th St Kansas City, MO 64106 Phone: 816-283-3456 Fax: n.a.
3.	Name: PARSON & ASSOCIATES Email: jason@parsonkc.com	Address: 1780 Woodland Ave Kansas City, MO 64108 Phone: 816-4216-6571 Fax: n.a.
4.	Name: DESIGN RANCH INC Email: is@design-ranch.com	Address: 1600 Summit St Kansas City, MO 64108 Phone: 816-472-8668 Fax: n.a.
5.	Name: WALTER P. MOORE & ASSOCIATES Email: dford@walterpmoore.com	Address: 1100 Walnut, Ste 1825 Kansas City, MO 64108 Phone: 816-701-2118 Fax: n.a.
6.	Name: CMR Email: michael.orel@cmrcosts.com	Address: 11006 Parallel Parkway, Ste 200 Kansas City, KS 66109 Phone: 913-262-6715 Fax: n.a.
7.	Name: HYDRO DRAMATICS Email: kerryf@hydrodramatics.com	Address: 1228 S. 8th St St. Louis, MO 63104 Phone: 314-231-9806 Fax: 314-231-5844
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: PIPER-WIND ARCHITECTS, INC  
Submitted By: ERIC. J. PIPER  
Title: PRINCIPAL  
Telephone No.: 816-474-3050  
Fax No.: N.A.  
E-mail: eric.piper@piper-wind.com  
Date: November 17, 2021

**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 Platte )

On this 14th day of August, 2013, before me appeared Eric J. Piper, AIA, 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:

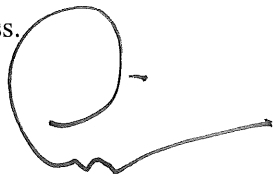
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Principal (title) of Piper-Wind Architects, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority 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.

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.



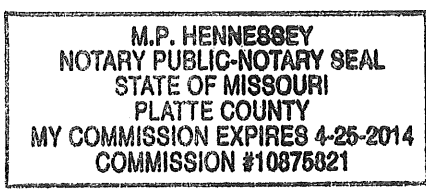
\_\_\_\_\_  
Affiant's signature / Eric J. Piper, AIA

Subscribed and sworn to before me this 14th day of August, 2013 .



\_\_\_\_\_  
Notary Public / M.P. Hennessey

My Commission expires:





Company ID Number: 702237

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Piper-Wind Architects, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 702237

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Piper-Wind Architects, Inc.</b>	
<b>Eric Piper</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	<b>08/14/2013</b>
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	<b>08/14/2013</b>
Signature	Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	Piper-Wind Architects, Inc.
Company Facility Address:	2121 Central Street, Suite 143
	Kansas City, MO 64108
Company Alternate Address:	
County or Parish:	JACKSON
Employer Identification Number:	431750147



**Company ID Number: 702237**

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>MISSOURI 1 site(s)</li> </ul>	

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

Name:	Eric J Piper	Fax Number:	(816) 474 - 3051
Telephone Number:	(816) 474 - 3050 ext. 1301		
E-mail Address:	eric.piper@piper-wind.com		
Name:	Patricia Hennessey	Fax Number:	(816) 474 - 3051
Telephone Number:	(816) 474 - 3050 ext. 1303		
E-mail Address:	p.hennessey@piper-wind.com		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2021

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

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

<b>PRODUCER</b> Holmes Murphy & Associates, LLC  1828 Walnut Sreet Suite 700 Kansas City, MO 64108	1-866-574-6282	<b>CONTACT NAME:</b> Monica Wilks <b>PHONE (A/C No. Ext):</b> 816 857-7820 <b>E-MAIL ADDRESS:</b> mwilks@holmesmurphy.com	<b>FAX (A/C No.):</b>
<b>INSURED</b> Piper Wind Architects, Inc.  2121 Central St., Suite 143 Kansas City, MO 64108		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> TRAVELERS IND CO	25658
		<b>INSURER B:</b> HARTFORD ACCIDENT & IND CO	22357
		<b>INSURER C:</b> NAVIGATORS INS CO	42307
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 63800742                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6803J43864A	07/25/21	07/25/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA2865L352	07/25/21	07/25/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83WBGAO6766	01/05/21	01/05/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			CM21DPL028099IV	07/29/21	07/29/22	Each Claim 2,000,000 Annl Aggr 2,000,000

**SURETY VERIFIED**  
 BY: *David Luther*  
 11.19.2021

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Project No. 07P220225-Design Services for City Hall South Plaza and Garage Restoration  
 The City of Kansas City, Missouri and its agencies, officials, offices and employees, while acting within the scope of their work are added as additional insured on a primary and non-contributory basis including products and completed operations on all policies except the professional liability and workers compensation as required by written contract. A waiver of subrogation in favor of the additional insureds applies as required by written contract and where allowed by law.

<b>CERTIFICATE HOLDER</b>  City of Kansas City, Missouri General Services Department Darrell Everette 414 E. 12th Street City Hall, 1st Floor, Rm. 102W Kansas City, MO 64106  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>[Signature]</i>
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## AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division

414 East 12<sup>th</sup> Street, 2<sup>nd</sup> floor, Room 202 W

Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1077 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: PIPER-WIND ARCHITECTS, INC. Tax I.D.# 41-1750147

(PRINT)

Address: 2121 CENTRAL STREET, STE 143, KANSAS CITY, MO 64108

**Check this box and the City will send the Clearance Letter to you or the contractor designated.**

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME (PRINT) <i>ANNIE DEAR</i>	BUSINESS NAME <i>PIPER-WIND ARCHITECTS</i>	TITLE <i>OFFICE MANAGER</i>
ADDRESS <i>2121 CENTRAL ST STE 143 KANSAS CITY, MO 64108</i>	CITY, STATE, ZIP CODE <i>KANSAS CITY, MO 64108</i>	
PHONE NUMBER <i>816-474-3050</i>	FAX NUMBER —	E-MAIL ADDRESS <i>a.dear@piper-wind.com</i>

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

*DARRELL EVERETTE, GENERAL SERVICES DEPT*

Please send my 1<sup>st</sup> Revenue Clearance Letter to: *darrelleverette@kcmo.org 816.513.2812*  
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

**I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.**

NAME (PRINT) <i>ERIC J. PIPER</i>	TITLE (IF APPLICABLE) <b>PRINCIPAL</b>	
SIGNATURE 	PHONE NUMBER <b>816-474-3050</b>	DATE <b>11/17/21</b>

**A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL**