

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62230574 – Rental Car Facility Improvement
KCI AIRPORT
AVIATION DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and DRAW Architecture + Urban Design, LLC (Design Professional). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: 62230574 – Rental Car Facility Improvement:

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

A. The selected Design Professional's description of work on Airport Indefinite Delivery Indefinite Quantity task orders may include but not be strictly limited to the following:

1. Analysis services through research and investigation of airport related issues; including, but not limited to, Capital Project analysis, environmental analysis, financial and land use analysis
2. Bid through Construction Administration
3. Development of specific project plans and specifications on landside projects including buildings and pavements
4. Planning Services
5. Development of spot design service plans
 - a. Electrical
 - b. Pavement & Markings
 - c. Architectural, interior design, LEED and renderings
 - d. Civil, landside paving & construction cost estimating
 - e. HVAC, plumbing & special use piping
 - f. Information technology
 - g. Landside street & building multi-voltage electrical
 - h. On-call construction team field reviews
 - i. Roofing & building envelopes
 - j. Structural design and City of KCMO special inspections
 - k. Surveying
6. Financial analysis of airport operations
7. Analysis of the airports capital improvement projects
8. Construction cost estimating
9. Project Management and administrative services
10. Other Design 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 the Scope of Services.

- 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 \$1,500,000.00, as follows:
 - 1. Task Orders will establish individual lump sum fees and estimated reimbursable expense budgets for each project. The total of all task orders shall not exceed \$1,500,000.00.
 - 2. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment.
 - 1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
 - 1. 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
 - 2. 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.
 - 3. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report submitted to CREO KC through the B2G on-line reporting system.

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

City: Kansas City, Missouri
Aviation Department
Jade Liska, Deputy Director of Aviation, Planning & Engineering
601 Brasilia Avenue
Kansas City, MO 64153
Phone: (816) 243-3045 Facsimile: (816) 243-3071
E-mail address: jade.liska@kcmo.org

Design Professional: DRAW Architecture + Urban Design, LLC
Dominique Davison
214 W 21st St
Kansas City, MO 64108
Phone: (816) 531-8303
E-mail address: dominique@drawarch.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, 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:

- Attachment - Scope of Services
- Attachment - City licensed Geographical Information System Data
- Attachment - Federal Supplementary Provisions
- Attachment - M/WBE Program Instructions
- Attachment - Affidavit of Intended Utilization
- Attachment - Contractor Utilization Plan/Request for Waiver
- Attachment - Letter of Intent to Subcontract
- Attachment - Timetable for M/WBE Utilization
- Attachment - Request for Modification/Substitution
- Attachment – CREO Monthly Reporting Instructions
- Attachment – MWBE Monthly Utilization Report Instructions
- Attachment - Contractor Affidavit for Final Payment
- Attachment - Subcontractor Affidavit for Final Payment
- Attachment - Certificate of Insurance
- Attachment - Authorization To Release Revenue Clearance Letter
- Attachment - Airport Security Control Procedures
- Attachment - KCAD Vehicle and Inspection Safety Program
- Attachment - Computer-Aided Design/Drafting (CADD) Standards
- Attachment - Electronic Format Requirements
- Attachment - Employee Eligibility Verification Affidavit
- Attachment - Subcontractor List
- Attachment – Experience Reference Form
- Attachment – CREO Affirmative Action Affidavit
- Attachment - CREO Affirmative Action Instructions
- Attachment – CREO Contract Assurances

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the Subcontractor List.

Sec. 11. 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. 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 CREO KC, 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. 12. 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

