

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 10
PROJECT NO. 07001111 – ADA FACILITY IMPROVEMENTS
GENERAL SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Piper-Wind Architects, a Missouri Corporation, (Design Professional). The parties amend the Agreement entered into on September 11, 2013, as follows:

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

- A. **Add Sec. 2. Services to be performed by Design Professional, Paragraph A, Attachment A, add the following:**
 - A. **Attachment A-Amendment No. 10**, Additional Scope of Services.
- B. **Delete Sec. 2 – Attachment A-1-Amendment 8** and replace with **Attachment A-1-Amendment 10** included with this amendment.
- C. **Delete Sec. 4, Paragraph A** and A.1 and replace with the following **Sec. 4, Paragraph A. and A.1.:**

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is **\$12,944,431.05** as follows:
 - 1. Services performed by Design Professional:
 - a. \$193,633.50 – Original Agreement
 - b. \$1,910,000.00 – Amendment 1
 - c. \$1,532,556.18 – Amendment 2
 - d. \$2,500,000.00 – Amendment 3
 - e. \$1,342,006.37 – Amendment 4
 - f. \$3,163,079.00 – Amendment 5
 - g. \$215,000.00 – Amendment 6
 - h. \$145,000.00 – Amendment 7
 - i. \$200,085.00 – Amendment 8
 - j. \$212,216.00 – Amendment 9
 - k. \$1,530,855.00 – Amendment 10

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

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title: _____

KANSAS CITY, MISSOURI

By:

Date: _____

Title: _____

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

Kansas City Convention Center / Bartle Exhibit Hall / Municipal Auditorium

Misc. Finishes, ADA and Building Code Improvements Project Completion Proposals

We were excited to see the bond package pass public vote this past November and hear of the KC Convention and Conference Center will be obtaining the funding required to complete many of ADA, code compliance and other improvement projects that we have been working on over the past few years.

As you are aware, our firm has taken these projects to various levels of design and engineering completion. Some are ready for contractor bidding, some require some scoping revisions and then are ready for contractor bidding, some require design and product selection updates with related revisions and then are ready for contractor bidding and one requires final design and engineering documents to be completed prior to contractor bidding.

To that end, and per your request, we are providing this proposal for the completion of these various projects at the KC Convention and Conference Center, whose construction costs and related design fees, summarized as follows.

Project Understanding:

There are eight different projects with eight different scopes. These projects are set up to be able to be bid separately or, in some cases, together, should the City choose to do so. These projects are as follows:

1. **Exhibit Hall Project:**

Remaining restroom finishes, back-of-house ADA violation corrections and related building code updates that were a part of our final bid set issued on April 30, 2021 for final review, but not part of the partial restroom ADA work just being completed by our A/E team for bidding and construction (the restroom ADA work had been pulled out of the larger package to specifically address a concern that was approved and funded by Council vote last year). The estimated construction cost for this is in the range of \$6-\$7m. We understand that construction is to be scheduled for 2024.

2. **Ballroom ADA improvements:**

A small amount of ADA violation corrections that we assembled a separate construction package for and issued on April 30, 2021 for final review. This package can be submitted for bidding, procurement and construction as drawn with minor review and revisions. The estimated construction cost for this project is between \$150,000 - \$200,000. We understand that construction is to be scheduled for 2023.

3. **North Dock improvements:**

Building improvements at the north truck dock for which drawings were completed and issued on April 30 2021 for final review, but had not received construction funding. The scope of work included corrections to some important ADA and related building code violations, while, at the same time, creating permanent solutions for both north dock bird control and storage needs. The estimated construction cost is in the range of \$2.5-\$3m. We understand that construction is to be scheduled for 2023.

4. **13th St. Exterior Façade Lighting project:**

A separate set of construction drawings and specifications was completed and issued on April 30, 2021 for final review to improve illumination / lighting and eliminate glare problems at the pedestrian and vehicular pathways along 13th St. and the main Exhibit Hall entrances. This package should be ready for bidding with only slight lighting design and product selection / specification review and updates. We have added WBE third party lighting consultant to the team to provide peer review and lighting design renderings for that purpose. The current estimated construction cost is projected to be around \$1m. We understand that the construction is to be scheduled as soon as possible for 2023.

5. **Broadway / Central Façade Lighting project:**

Another separate set of construction drawings and specifications were completed and issued on April 30, 2021 for final review to re-illuminate the Central St and Broadway building facades by re-lamping the current lighting with new RGBW LED fixtures and adding new controls. This package should be ready for bidding with only slight lighting design and product selection / specification review and updates. We have added WBE third party lighting consultant to the team to provide peer review and lighting design renderings for that purpose. The current estimated construction cost is projected to be around \$1m. We understand that construction is to be scheduled as soon as possible for 2023.

6. **Exhibit Hall Elevator project:**

The last of the ADA elevator compliance and modernization projects at the Convention Center, another set of construction drawings and specifications was completed and issued on April 30, 2021 for final review. The scope of this project involved the modernization of five elevators to various levels of need, plus various ADA compliance corrections, interior finish, lighting and building code upgrades to another five, for a total of ten elevators in the exhibit hall and ballroom areas. This construction package should be ready for bidding, procurement and construction as is without much, if any, modification. However, an on-site re-review by the team elevator consultant and review of the previous elevator modernization specifications, product selections, and current elevator conditions will be undertaken to confirm current product types, model numbers, and any changed conditions. The estimated construction cost is in the range of \$3-\$3.5m. We understand that construction is to be scheduled for 2024, which suggests final bid documentation and bidding should occur in latter part of 2023.

7. **Music Hall and Little Theatre Restroom plumbing fixture and finishes upgrades:** Originally incorporated into a prior Music Hall and Theatre ADA improvements construction project, but removed for budget concerns, PWA had completed the field investigation, existing drawings, demo drawings, schematic design plans, reflected ceiling plans and interior elevations in more than 40 sheets for three pairs of restrooms – the Little Theatre first floor, the Music Hall first floor (Fireplace Room) and the Music Hall Balcony Level. Project scope notes should be added to the schematic design drawings and then an estimated cost determined. Once that is completed, a more developed set of design drawings (Design Development) should be done incorporating all appropriate engineering disciplines. Upon which time a second cost estimate update should be completed. Finally, completed Bidding, Permitting and Construction plans should be done for final pricing, procurement, and implementation. A third cost estimate refinement update will be prepared as the engineer's estimate for bidding and contracting purposes. We understand that this project is scheduled for a 2024 construction start, so final design and engineering work should be done on this by mid-year 2023, with bidding and negotiation to follow last quarter of 2023.

8. **Conference Center Restroom plumbing fixture, lighting and finishes upgrades:** The Conference Center had its ADA deficiencies completed a few years ago, including those in its restrooms. Those scopes of work were a matter of urgency at the time, as they were given a fairly short deadline for completion by the US Dept. of Justice. Thus, the final construction scope of that project did not include any upgrades to the restroom finishes, only the modifications required for ADA compliancy. This project's

scope is to upgrade the interior finishes that were removed from the prior project - some plumbing and lighting upgrades to the existing twelve public multi-user restrooms and one to two existing public single user restrooms. One new identification sign type will be included that will identify the single user restrooms as gender neutral or all-gender restrooms. In addition, minor configuration changes will be implemented to convert a pair of men's and women's restrooms (rooms #2585 and #2586) into a multi-user, gender neutral restroom. Necessary modifications to the toilet compartment partitioning, fire suppression and alarm system, occupancy notification, other lighting and electrical will be made in addition to lavatory upgrades. If the City decides that any of the other restrooms should be converted to gender neutral restrooms, or decide that additional signage is required to promote other gender equity concerns, those scopes of work can be added to this contract as an additional service. PWA will provide professional services for the final design, construction documentation, permitting, bidding and related construction observation services. Two cost estimates performed by Construction Management Resources, Inc. (CMR) are included – one at the completion of Design Development and one to serve as the final 'Engineer's Estimate' at the completion of the bid documents. We understand that this project is scheduled for a 2024 construction start, so final design and engineering work should be done on this by mid-year 2023, with bidding and negotiation to follow last quarter of 2023.

Project Work Scope:

Scope of services related to each project are anticipated as follows.

1. Exhibit Hall Project:

- Project drawing review and revisions to remove work underway under separate contract
- Project manual review and completion with specific bidding information / changes in technical specs, as necessary
- Coordination of various sub-consultants / designers for drawing and spec updates.
- Preparation of final "engineer's estimate" for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and award.
- Modifications to the bid set for construction permitting as required, preparation of the permit application, and coordination with City plan reviewers' for permit approval.
- Construction Site Observation – assuming a twelve-month construction schedule
- CA Services – submittal reviews, RFI's, ASI's, SD's, payment application reviews, PR's and COR's not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.
- Coordination with General Contractor for ADA compliance reviews at project's phased substantial completion.
- Coordination with General Contractor for project close-out photos as part of their close-out documents for all ADA compliance items. These will be updated to the violation summary spreadsheet by PWA for future ADA compliancy tracking purposes.

2. Ballroom ADA improvements:

- Project review and specification updates
- Assistance to City with front end document review and preparation
- Preparation of final "engineer's estimate" for City bid opening.
- Assistance to City with construction bidding, bid evaluation and award.
- Modifications to the bid set for construction permitting as required, preparation of the permit application, and coordination with City plan reviewers' for permit approval.
- Construction Site Observation – assuming a two-month construction schedule
- CA Services – submittal reviews, RFI's, ASI's, SD's, payment application reviews, PR's and COR's not related to owner initiated changes in project scope.

- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.
- Coordination with General Contractor for ADA compliance reviews at project’s phased substantial completion.
- Coordination with General Contractor for project close-out photos as part of their close-out documents for all ADA compliance items. These will be updated to the violation summary spreadsheet by PWA for future ADA compliancy tracking purposes.

3. North Dock improvements:

- Project drawing review and revisions to incorporate previously completed work by Owner
- Review and revisions to product selections in technical specifications, as necessary
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting
- Construction Site Observation – assuming a four-month construction schedule
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.

4. 13th St. Exterior Façade Lighting project:

- Project review and drawing / specification revisions, as necessary
- Review of previously selected light fixtures and specifications.
- Preparation of 3-d modeling of lighting design by lighting designer sub-consultant.
- Modifications to construction / bid documents to reflect any changes recommended by lighting designer and approved by Owner. It is anticipated that these would be only minor changes, if any.
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting
- Construction Site Observation – assuming a two-month construction schedule, depending upon fixture availability.
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.

5. Broadway / Central Façade Lighting project:

- Project review and drawing / specification revisions, as necessary
- Review of previously selected light fixtures and specifications.
- Preparation of 3-d modeling of lighting design by lighting designer sub-consultant.
- Modifications to construction / bid documents to reflect any changes recommended by lighting designer and approved by Owner. It is anticipated that these would be only minor changes, if any.
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting
- Construction Site Observation – assuming a two-month construction schedule, depending upon fixture availability.
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.

6. Exhibit Hall Elevator project:

- Project drawing review and revisions to incorporate previously completed work by Owner
- Review and revisions to product selections in technical specifications, as necessary
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting.
- Construction Site Observation – assuming a twelve-month construction schedule.
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.
- Coordination with General Contractor for ADA compliance reviews at project’s phased substantial completion.
- Coordination with General Contractor for project close-out photos as part of their close-out documents for all ADA compliance items. These will be updated to the violation summary spreadsheet by PWA for future ADA compliancy tracking purposes.

7. Music Hall and Little Theatre Restroom plumbing fixture and finishes upgrades:

- Completion of schematic design drawings and related preliminary construction cost estimate.
- Coordination of lighting designer’s effort, attendance at owner review meetings, and coordination with electrical engineer.
- Included in the schematic design is interior finish modifications – anticipated to be limited to floor, wall and ceiling finishes and paint schemes. It is not anticipated that three dimensional views of interior finish modifications and/or realistic colored renderings are necessary and are not included.
- Preparation of design development drawings, coordination of engineering consultants, and related final design construction cost estimate.
- Preparation of final bid documents and coordination of related engineering consultants.
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting
- Construction Site Observation – assuming a nine-month construction schedule.
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.
- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.

8. Conference Center Restroom plumbing fixture, lighting and finishes upgrades:

- Completion of schematic design drawings and related preliminary construction cost estimate.
- Coordination of lighting designer’s effort, attendance at owner review meetings, and coordination with electrical engineer.
- Included in the schematic design is interior finish modifications – anticipated to be limited to floor, wall and ceiling finishes and paint schemes. It is not anticipated that three dimensional views of interior finish modifications and/or realistic colored renderings are necessary and are not included.
- Preparation of design development drawings, coordination of engineering consultants, and related final design construction cost estimate.
- Preparation of final bid documents and coordination of related engineering consultants.
- Preparation of final “engineer’s estimate” for City bid opening.
- Assistance to City with front end document review and preparation
- Assistance to City with construction bidding, bid evaluation and permitting
- Construction Site Observation – assuming a nine-month construction schedule.
- CA Services – submittal reviews, RFI’s, ASI’s, SD”s, payment application reviews, PR’s and COR’s not related to owner initiated changes in project scope.

- Project close-out – review of contractor close-out documents, punch-list, certificates of substantial and final completion, project record drawings.

Exclusions / Clarifications:

Changes in project scope: Any owner directed change in project scope, revisions to previously approved drawings, or changes requested of the contractor during construction for which a proposal request, a change order request, additional ASI's or SD's, or engineering / design sub-consultant coordination and communication are required, shall be considered as a change in contract and a request for additional compensation for additional services shall be submitted, reviewed and approved by the Owner in writing prior to such change being acted upon.

Individual project construction durations: If any of the above project durations are increased, PWA's labor effort during construction will be increased and caused additional cost. Therefore, any increase in construction durations beyond those assumed within this proposal will be considered an additional service.

MBE / WBE Participation:

PWA endeavors to meet the DBE goals for the project on each and every amendment. Owner directed changes to their scope of services and additional services request may have an impact on their ability to do so. That being said, this project is currently anticipating a 15% MBE and a 10% WBE participation, which meets or exceeds the overall contract goals.

Schedule:

Work will begin immediately upon receipt of Notice to Proceed (NTP). Work times required of the A/E team in order to have each package ready for contractor bidding are as follows. Please note that these are durations of time needed to do the work, not necessarily the calendar time after NTP in which all work would be completed. Upon receipt NTP, a detailed schedule of completion of each project will be developed.

1. **Exhibit Hall Project:** Four months.
2. **Ballroom ADA improvements:** Two months.
3. **North Dock improvements:** Three months.
4. **13th St. Exterior Façade Lighting project:** Two months.
5. **Broadway / Central Façade Lighting project:** Two months.
6. **Exhibit Hall Elevator project:** Three months.
7. **Music Hall and Little Theatre Restroom plumbing fixture and finishes upgrades:** Four months.
8. **Conference Center Restroom plumbing fixture, lighting and finishes upgrades:** Four months.

Actual durations of the project, of course, will be dependent upon activities that Piper-Wind is 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 One Million Five Hundred Thirty Thousand Eight Hundred and Fifty-Five Dollars **(\$1,530,855.00)**. PWA's services and that of their sub-consultants will be billed on a lump sum basis and invoiced monthly for work provided and according to the percentage of completion. Compensation for additional phases or scopes of work will be determined as their respective detailed work scopes are determined and can be quantified.

Compensation Schedule:

By Project	Compensation
1. Exhibit Hall ADA. Finishes, and Code Compliant Upgrades Project	\$491,439.50
2. Ballroom ADA Improvements Project	\$ 46,790.00
3. North Dock Improvements Project	\$102,104.00
4. 13 th St. Façade Lighting Project	\$ 98,137.00
5. Broadway / Central Façade Lighting Project	\$ 97,017.00
6. Exhibit Hall Elevator Project	\$156,206.00
7. Music Hall and Little Theatre Public Restroom Upgrade Project	\$306,661.50
8. Conference Center Restroom Public Restroom Upgrade Project	\$232,500.00
Total Fee	\$1,530,855.00

By Discipline	Compensation
Piper-Wind Architects, Inc. (Prime, Architectural, Design, Project Mgmt.)	\$1,002,275.00
Premier Engineering (Mechanical, Electrical and Plumbing Engineering – MBE) **	\$142,400.00
FSC (Fire Protection Engineering – MBE)**	\$87,425.00
Leigh & O’Kane (Structural Engineering – WBE)**	\$22,800.00
Design Ranch (Graphics and Messaging – WBE)**	\$78,000.00
Lightworks, KC (Lighting Design & Peer Reviews – WBE)**	\$52,400.00
Lerch Bates, Inc. (Elevator / Vertical Transportation Consulting)	\$36,000.00
Construction Management Resources (Cost Estimating)	\$63,675.00
FP&C Consultants, Inc. (Fire Protection Engineering)	\$ 6,300.00
Consultant Overhead Expenses (2% of Consultants Fees)	\$ 9,780.00
Reimbursable Expenses (approx. 2% of Total Fees)	\$29,800.00
Total Fee	\$1,530,855.00

**MBE certified firm; **WBE certified firm*

Represents a total of 15% for MBE participation, and 10% WBE participation per our master contract agreement.

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, 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 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:	\$210/hour	Project Architect Level I:	\$150/hour
Senior Project Manager:	\$205/hour	Project Architect:	\$140/hour
Senior Project Architect:	\$195/hour	Intern Architect Level III:	\$130/hour
Project Architect Level IV:	\$180/hour	Intern Architect Level II:	\$125/hour
Project Architect Level III:	\$170/hour	Intern Architect level I:	\$115/hour
Project Architect Level II:	\$160/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.

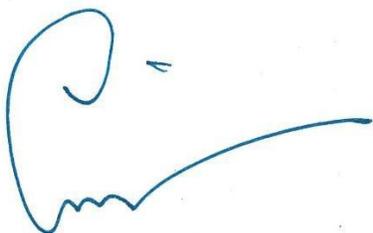
Cost Estimate Disclaimer: Since Piper-Wind Architects, Inc. has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, any estimates of construction costs are made on the basis of experience and qualifications. These opinions represent judgment 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 County Master Agreement. Thank you again for the opportunity to work with you on this project.

Sincerely,
Piper-Wind Architects, Inc.



Eric J. Piper, AIA, Principal

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. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

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

Workers Compensation Statutory
Employers Liability

\$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 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.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

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 Design Professional 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. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under 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 provision(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 Civil Rights and Equal Opportunity Department, 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 Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. 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. 17. 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. 18. 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. 19. 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. 20. 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. 21. 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 22. 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_1185221_678150.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. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, 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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. 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.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

Employment. Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 28. 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 38 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 affirmative 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 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

b. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) 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 CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. 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.

d. 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 CREO 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 CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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 the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law

(Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor 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.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor 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, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor 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. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) 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.
- (d) 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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor 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, cancelled or suspended, in whole or in part, and Contractor 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.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.