

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 07P24026 – DP FIRE STATION GENDER NEUTRAL PROJECT 2024
GENERAL SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Dake Wells Architecture (“Design Professional”). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

Project No. 07P24026 – DP FIRE STATION GENDER NEUTRAL PROJECT 2024

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

- A. *Attachment A - Scope of Services & Fee Schedule*
- 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 for Task A is **\$485,500.00** as follows:
 - 1. **\$485,500.00** for the Task A 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. A schedule of position classifications and the salary range for each position is included as a part of **Attachment A**.
- B. **Method of Payment.** 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.
- 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.

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

City:

General Services Department

Yolanda McKinzy, Director:

Address: 414 E. 12th Street, City Hall, 11th Floor

Kansas City, MO 64106

Phone: (816) 513-6563

Facsimile: (816) 513-2812

E-mail address: Yolanda.McKinzy@kcmo.org

Design Professional:

Dake Wells Architecture

Contact: Dan Maginn

Address: 2100 Central Avenue, Ste. 21

Kansas City, MO 64108

Phone: (833) 518 - 4545

E-mail address: DMaginn@dake-wells.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 C**, 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 and Fee Schedule

- B. Attachment B – Electronic Data Requirements**
- C. Attachment C – Licensed Geographical Information System**
- D. Attachment D – Non-Construction Subcontractor List**
- E. Attachment E – Non-Construction Application-Payment**
- F. Attachment F – Insurance Certificate**
- G. Attachment G – Employee Eligibility Verification Affidavit**
- H. Attachment H – Revenue Clearance Release Authorization**
- I. Attachment I – CREO KC Forms and Instructions**
 - 1. CREO KC Form 7: Non-Construction Contract Instructions
 - 2. CREO KC Form 8A: Contractor Utilization Plan/Request for Waiver
 - 3. CREO KC Form 10: Timetable for MBE/WBE Utilization
 - 4. CREO KC Form 11: Request for Modification or Substitution
 - 5. CREO KC Form 13: Affidavit of Intended Utilization
 - 6. 00450.01 Letter of Intent to Subcontract
 - 7. 01290.14 Contractor Affidavit for Final Payment
 - 8. 01290.15 Subcontractor Affidavit for Final Payment

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 I**. 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 Civil Rights and Equal Opportunity Department, 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 CITY shall order all services to be provided by DESIGN PROFESSIONAL under this Contract by means of a Purchase Order issued by the CITY's Chief Procurement Officer for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to DESIGN PROFESSIONAL under this Contract until the CITY issues a Purchase Order to DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall not provide any services in excess of the dollar amount contained in an Purchase Order and DESIGN PROFESSIONAL shall not be entitled to any payment in excess of the dollar amount of the Purchase Order from CITY.

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: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: _____

Approved as to form:

Assistant City Attorney

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_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. 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 an 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.

17 April 2024

Ingrid R. Bunn
Project Manager - Architectural Division
General Services Department
City of Kansas City, MO
414 E. 12th Street, Kansas City, Missouri 64106

Professional Services Proposal – KCFD Fire Station Gender Neutral Project 2024
Project No. 07P24026

General Information

The project scope includes the analysis of eight (8) Kansas City Missouri fire stations across the City, Fire Station No. 3, 6, 7, 10, 18, 25, 27 & 33. All station remodels will vary in their individual scope of work; however, the general purpose is to provide each station with secure individual and private bunk, restroom, and shower accommodations for each fire staff member. The work will include all electrical, plumbing, HVAC, and alerting system upgrades necessary to achieve the requirements at individual spaces. The scope may also address other outstanding issues within the station that need repair.

Following the project Kick-Off Meeting on January 11, 2024, DWa toured nine (9) fire stations, shown below, with City and Fire Department Staff from January 24th-February 8th. Fire Station No. 42 was toured and evaluated, however will not require additional design work. DWa prepared a Project Scope Narrative and reviewed it with the City on February 22nd. This proposal includes design fees and schedule for initial completed task and design for (4) Fire Stations, No. 7, 6, 33, 3. The remaining fire stations will be included in a future phase.



Design Team

Architectural: Dake Wells Architecture (DWA-Project Lead).

Interior Design: Pendulum Studio LLC

MEPF Scope: FSC, Inc.

Project Scope

Task 1: Pre-Design

Kick-Off Meeting

- meeting to review project goals, scope, process, and timeline

Fire Station Tours

- travel to each facility to tour the station and establish each station's requirements

Project Scope Narrative

- written scope of work for each individual station
- individual fire station overview/narrative
- fire station floor plan identifying scope areas
- photographic documentation and scope of work list for each area

Professional Services Fee for each Fire Station

- design fee for the complete project outlining each stage of design and construction

Preliminary Schedule

- proposed design and construction schedule for each station based on priority

Task 2: Design and Documentation

Field Verification and Modeling of Existing Fire Station

- field verify scope areas with key dimensions, existing conditions, and photo documentation
- verify existing wall assemblies required to be augmented above ceiling
- model building in BIM software to a level to provide complete floor plan and rcp plans

Building Code Analysis

- verify existing building compliance with current adopted building codes
- preliminary meetings with KCMO plans review to determine potential CMR items

Test Fit Options

- test fit layouts for areas that require reconfiguration
- explore a range of options from less intrusive to more modification
- review options with City Staff

Schematic Design

- floor plans and reflected ceiling plan identifying layout and design
- sections, elevations, and details as required to show concept
- basic material and finish notes
- Architectural outline specifications
- review schematic design package with City Staff

Design Development/Construction Documents

Drawings:

- Architectural: cover sheet and drawing index, code plan/analysis, rated assemblies, floor plan, finish plan, reflected ceiling plan, demolition plan, interior elevations, details (interior details, bunk room furnishings, lockers, toilet accessories, finish details, exterior details where required), partition types, door schedule, window schedule, Drawings includes basic

FF&E scoping and plan diagrams for use in designing room layouts and infrastructure needs, distribution systems, and coordinating power and data locations throughout the project.

- MEPF: demolition plans, systems design documents (drawings & technical specifications), details, equipment/fixture schedules.
- alert system upgrade/integration
- fire protection and fire alarm design will be limited to performance specification.
- documentation for permitting to show prescriptive compliance with the IECC, as required.

Project Manual:

- individual specification sections including general requirements
- integration of City provided front end specifications

90% Construction Document Owner Review Package

- review package with City and update drawings and specifications as needed
- owner-initiated changes that substantially change the scope of the work would be discussed as a potential additional service

Construction Document Package

- signed and sealed drawing sheets and project manual
- submit CD package to KCMO plans review for permit via Compass KC
- review and respond to plan review comments as required to obtain building permit

Task 3: Construction Administration

- participate in the City's construction bidding process, including tours with contractors, responding to questions and written addendums.
- respond to RFIs issued by Contractor and shall prepare Supplemental Instructions, Proposal Requests, and Change Orders that do not substantially change the scope of the work. Owner-initiated Change Orders that substantially change the scope of the work would be discussed as a potential additional service.
- site visits at intervals appropriate to the stage of construction that allows Design Team to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents.

Design Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or the quantity of the work. Neither the professional activities of the Design Team, nor the presence of the Design Team or its employees and subconsultants at the construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Team and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Design Team does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of the contractor, subcontractors, suppliers or any other entity furnishing materials or performing any work on the project.

- attend Owner Architect Contractor (OAC) meetings, to coincide with field visits.
- review Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Design Team, for the purpose of checking for conformance with the design concept and the information expressed in the Construction Documents.

This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Team's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Team's judgement to permit adequate review. Review of a specific item shall not indicate that the Design Team has reviewed the entire assembly of which the item is component. The Design Team shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Design Team in writing by the Contractor. The Design Team shall not be required to review partial submissions or those for which submissions of correlated items have not been issued.

- upon completion of Construction, Design Team shall walk the site and prepare a Punch List of items observed to not be in compliance with Construction Documents.
- after Punch List items are completed, Design Team shall walk the site with Owner and Contractor to verify completion.
- Architect shall issue a Certificate of Substantial Completion.
- provide project closeout documents per station, including review and approval of record drawings and providing electronic files and PDF's.

Deliverables

Test Fit Options
 Schematic Design Package
 90% Construction Documents
 Construction Documents
 Record Documents (CAD & PDF)

Design Fee

See Exhibit E for a breakdown of fee by phase.

	DWa Fee	Pendulum Fee	FSC Fee	Total
Task 1				
Pre-Design	\$32,000	\$-	\$-	\$32,000
Task 2/3				
Fire Station No. 7	\$39,000	\$13,000	\$8,000	\$60,000
Fire Station No. 6	\$159,000	\$-	\$28,000	\$187,000
Fire Station No. 33	\$91,000	\$-	\$19,000	\$110,000
Fire Station No. 3	\$43,000	\$14,000	\$16,000	\$73,000
Design Fee Totals	\$364,000	\$27,000	\$71,000	\$462,000
Reimbursables	\$23,000	\$500	\$-	\$23,500
Grand Total				\$485,500

Schedule

Group 1: 2024/2025	Group 2: 2025
Fire Station No. 7	Fire Station No. 33
Fire Station No. 6	Fire Station No. 3

Final schedule to be determined by City and Fire Department.

Assumptions

KCFD and the City Architects Office has established a standard design typical layout and criteria for its gender-neutral accommodations. Each location is unique in size, age and configuration so the design professional will need to be creative to ensure the program requirements translate into a functional facility.

On-site or off-site accommodations for fire fighters during construction will be coordinated and provided by the City. Phased construction at individual fire stations may be required. On-site accommodations to be provided as needed.

The design team should look to provide suggestions and improvements to standard equipment, materials and design with LEED in mind, specifying sustainable products and material where possible.

Inclusions:

Reimbursable expenses to include mileage, basic progress printing, and KCMO Plan Review Fees. Printing of sets for the Contractor are excluded.

Exclusions:

Any scope of work not identified in the Project Scope Narrative. Cost Estimating.

Attachments:

- Exhibit A: DWa 2024 Schedule of Hourly Rates + Reimbursable Expenses
- Exhibit B: FSC Proposals for Engineering Services
- Exhibit C: Pendulum Proposal for Interior Design Services
- Exhibit D: ROM Project Cost Summary
- Exhibit E: Proposed Fee by Phase Summary

Project Scope Narrative

- Submitted by Dan Maginn, FAIA, Director

EXHIBIT A : 2024 SCHEDULE OF HOURLY RATES + REIMBURSABLE EXPENSES

Position	Rate (\$/hr)
Director	\$200
Sr. Project Manager	\$180
Project Manager	\$160
Sr. Project Architect	\$150
Project Architect	\$140
Design Manager	\$135
Design Associate / Architect	\$125
Designer	\$120
Architectural Intern	\$100
Administrative	\$100

Reimbursable Expenses	Cost
Postage, Delivery, Courier, etc.	1.1 x Direct Cost
Travel	
Local travel	\$0.655/mile
Out-of-town travel (includes bill rates)	\$2.50/mile
Airfare	1.1 x Direct Cost
Hotel	1.1 x Direct Cost
Meals	1.1 x Direct Cost
Copies & Prints	
Letter size - black and white	\$0.10 ea. or 1.1 x Direct Cost
Letter size - color	\$0.20 ea. or 1.1 x Direct Cost
11" x 17" - black and white	\$0.25 ea. or 1.1 x Direct Cost
11" x 17" - color	\$0.50 ea. or 1.1 x Direct Cost
Greater than 11" x 17" black and white	\$5.00 ea. or 1.1 x Direct Cost
Greater than 11" x 17" color	\$7.50 ea. or 1.1 x Direct Cost
Mountings	1.1 x Direct Cost
Digital Files	\$100 per file

The above hourly rates and reimbursable expenses are subject to change without notice.

EXHIBIT B : Pendulum Proposal for Interior Design Services

Fire Station No. 3

Fire Station No. 7

Dake Wells Architecture
Mr. Dan Maginn
Director
2100 Central St, Suite #01c
Kansas City, MO



April 16, 2024

Re: Kansas City Fire Department - Professional Services Agreement

Dear Mr. Maginn,

Thank you for the opportunity to partner in providing interior design services associated with the proposed renovation of Kansas City Fire Department – Fire station No. 3 and No. 7.

1. Definition of Terms

Owner:	City of Kansas City
Architect:	Dake Wells Architecture
Interior Designer:	Pendulum Studio LLC

2. Project Description

The City of Kansas City has requested architecture and interior design services for the renovation of Fire Stations No. 3 and No. 7. Key aspects of the renovation Addressing privacy upgrades in bunk room wings, reconfiguration men’s and women’s restrooms, and finishing work in pole rooms and upstairs dayroom. Refreshing of interior finishes and consideration for doors and hardware.

3. Services

Pendulum will provide the following professional services in connection with the Project:

3.1 PART A – SCHEMATIC DESIGN / DEVELOPMENT – FIRE STATION NO. 3

Pendulum will be primarily responsible for interior design services. Our Schematic Design / Development scope of work shall include the following:

Schematic Design – Scope and Deliverables:

- Site Visits to examine and document existing conditions
- Develop necessary architectural plan sketches or presentations.
- Provide Preliminary material and finish selections
- Provide Preliminary specification sections
- Develop necessary architectural floor plans and three-dimensional 3d models for Design Development.

3.2 PART A – SCHEMATIC DESIGN / DEVELOPMENT FEE – FIRE STATION NO. 3

For all the Services described in Part A of this agreement, all disciplines, (Architect shall pay Pendulum Studio a total fee in the amount of \$14,000 (Fourteen Thousand Dollars and Zero Cent)).

Anticipated Schedule		TBD
100% Schematic Design / Development		\$14,000.00
Total	100%	\$14,000.00

3.3 PART B – SCHEMATIC DESIGN / DEVELOPMENT – FIRE STATION NO. 7

Pendulum will be primarily responsible for interior design services. Our Schematic Design / Development scope of work shall include the following:

Schematic Design – Scope and Deliverables:

- Site Visits to examine and document existing conditions
- Develop necessary architectural plan sketches or presentations.
- Provide Preliminary material and finish selections
- Provide Preliminary specification sections
- Develop necessary architectural floor plans and three-dimensional 3d models for Design Development.

3.4 PART B – SCHEMATIC DESIGN / DEVELOPMENT FEE – FIRE STATION NO. 7

For all of the Services described in Part B of this agreement, Architect shall pay Pendulum Studio a total fee in the amount of \$13,000.00 (Thirteen Thousand Dollars and Zero Cent).

Anticipated Schedule		TBD
100% Schematic Design / Development		\$13,000.00
Total	100%	\$13,000.00

3.5 FEE SUMMARY BY PHASE

Pendulum has broken its proposed fee into Part A to B to provide the Owner with the ability to execute work in stages by milestones as follows:

Fire Station No. 3	Concept Thru DD	\$14,000.00
Fire Station No. 7	Concept Thru DD	\$13,000.00
Fee Grand Total		\$27,000.00

3.19 EXCLUSIONS

Services NOT currently included in the schedule of fees above are as follows:

- Mechanical Engineering Services
- Electrical Engineering Services
- Plumbing Engineering Services
- Fire Protection Design Services
- Food Service Equipment Design
- Field Lighting Design
- Acoustical Engineering (PA Design)

4. Reimbursable Expenses

Pendulum anticipates a reimbursable expenditure of \$250.00 to cover the costs of travel.

Expenses incurred in the performance of the design services are NOT included in stated design fee listed above and shall be reimbursed upon Owner approval with ZERO markup.

Invoices for services rendered shall be billed monthly up to the agreed-upon fees. Pendulum Studio's invoices will be accompanied by sufficient supporting documentation as reasonably requested by Owner. All undisputed amounts properly invoiced by Pendulum Studio will be paid within thirty (30) days following Owner's receipt of such invoice, with interest at a rate of 1.5% per month applicable to such amounts that are not paid when due.

5. Additional Services

- A. Unless otherwise agreed upon by the parties pursuant to a new or separate contract, Additional Services beyond the scope of this Agreement and agreed upon by the Owner will be provided at the standard hourly rate listed below:

Principal In Charge:	\$250/hr
Project Manager:	\$150/hr
Project Architect:	\$120/hr
Interior Designer:	\$110/hr
Revit Technician:	\$100/hr
Clerical:	\$45/hr

- B. Additional Services shall apply when the Design Consultant, having begun the services described in this proposal, is required to increase scope or length of services due to significant delays or modifications to the original project schedule.

- C. Architectural Animations shall be considered an Additional Service upon Owner request - at the following rate:

Rendered Animation	\$5,000 per rendered minute
Additional Still Images:	\$1,200 Each

6. Lead Architect

~~Pendulum Studio designates Jonathan O'Neill Cole as its Lead Architect in providing the Services hereunder. The Lead Architect shall be responsible for coordinating, scheduling, and supervising the performance of the Services through completion of the same and shall be the person responsible for communicating on behalf of Pendulum Studio, with Owner, the Other Contractors, and other persons or entities involved with the Project. The Lead Architect shall not be changed without the prior approval of Owner, which approval Owner may withhold at its sole discretion.~~

7. Cooperation

Pendulum Studio agrees to cooperate and coordinate with Owner and its affiliates, and all project managers, engineers, contractors, subcontractors, and other consultants retained by Owner or their respective agent(s) or affiliates in connection with the Project (hereafter the "Other Contractors"). The Services provided under this Agreement shall be performed with Pendulum Studio's best skill and judgment and consistent with the standards of professional skill, care, and diligence applicable to a skilled architect performing similar services for similar projects. Owner agrees to reasonably cooperate and coordinate with Pendulum Studio and respond promptly to Pendulum Studio's reasonable requests for information and approvals.

8. Work Product

Pendulum shall maintain exclusive ownership of the "Articles of Service - The Drawings, models, etc." until the completion of the project at which time ownership of said "Articles of Service" shall be transferred to the Owner for specific use ONLY related to this project. The "Articles of Service" shall NOT be reassigned to any other party unless agreed upon by Pendulum.

If the Owner wishes to terminate or release Pendulum with notice as outlined in Article 14 of this agreement prior to the completion of the project, the Owner may exercise the right to purchase a license for use of Pendulum's "Articles of Service". The amount for such release shall be a mutually agreed upon amount.

Upon release of said "Articles of Service" the Owner shall sign a document releasing Pendulum of ALL liability associated with said documents upon manipulation by other.

9. Confidentiality

Pendulum Studio will not disclose any of the Confidential Information to any third party without the prior written consent of Owner. Notwithstanding the foregoing, Pendulum Studio may, without the necessity of obtaining Owner's consent, disclose Confidential Information to its employees, consultants, subconsultants and other third parties to the extent reasonably necessary or practical for Pendulum Studio to provide the Services hereunder or to the extent that they have a need to know such information if each of whom agrees to maintain the confidentiality thereof. The provisions of this section shall survive the termination of this Agreement.

10. Compliance with Laws

In connection with the Services to be provided hereunder, Pendulum Studio will (1) comply with all applicable federal, state, and local laws, and (2) perform the Services in an expeditious and economical manner consistent with the best interests of Owner. The Services shall be performed and completed (a) in accordance with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, codes, and licenses required or issued by any applicable governmental authority, and (b) to the reasonable

satisfaction of Owner. All of Pendulum Studio's personnel assigned to provide Services to Owner hereunder shall be qualified to perform such Services, and Pendulum Studio shall obtain and maintain all governmental and other licenses, permits and approvals necessary to provide the Services hereunder.

11. Indemnity

Each party agrees to indemnify the other, its affiliates and their respective officers, directors, contractors, licensees, employees, agents and representatives from and against any and all claims, causes of action, losses, damages and liabilities arising out of or relating to such party's breach of its obligations hereunder or the negligence or willful misconduct of such party or any of its consultants or subconsultants in connection with the performance of the Services under this Agreement. Pendulum Studio agrees to indemnify Owner for all claims that the Work Product infringes the intellectual property rights of any third party, and for any modifications to the underlying as-built CAD drawings provided to Pendulum Studio. The provisions of this section shall survive the termination of this Agreement.

12. Insurance

Pendulum Studio shall maintain during this Agreement the following insurance covering Pendulum Studio and all of the Services and its other activities: (i) Comprehensive Automobile Liability Insurance, on all vehicles used in connection with the Project, with combined single limit of \$500,000; (ii) Professional Liability Insurance, in the amount of not less than \$500,000 per occurrence and \$1,000,000 aggregate; and (iii) Commercial General Liability Insurance, in the amount of not less than \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury, death, property damage, and personal and advertising injury. Such General Liability policy shall be written on an occurrence basis and shall include products/completed operations coverage. Owner shall be named as an additional insured on the Auto and General Liability insurance coverage carried by Pendulum Studio. Upon execution hereof and any renewals of the insurance required hereunder, Pendulum Studio shall furnish to Owner a certificate evidencing the insurance required. The Professional Liability insurance shall remain in effect for claims made at least two years after final completion of all Services.

13. Termination

- A. Owner may, for any reason, terminate this Agreement with a seven-day in advance written notification.
- B. Pendulum Studio may suspend service or terminate this Agreement if Owner breaches this Agreement, and such breaches are not cured within ten days after notice from Pendulum Studio.
- C. If termination of this Agreement occurs for any reason, fees and reimbursable expenses for Services provided up to the date of termination shall be paid upon such termination.

14. Media

Pendulum Studio shall refer all media inquiries regarding the Project to Owner and shall refrain from speaking to members of the media about the Project without Owner's prior instruction.

15. Binding Agreement; Assignment

This Agreement shall be binding upon Owner and Pendulum Studio, and their respective heirs, successors, executors, and administrators. At all times hereunder, Pendulum Studio shall be an independent contractor, and nothing herein shall be construed as creating any relation of principal and agent, partnership, or joint venture between the parties. Pendulum Studio shall not have the power to assign this Agreement without the prior written consent of Owner. Any purported assignment without the prior written consent of Owner shall be void. No assignment shall relieve Pendulum Studio from any obligations herein unless expressly stated in the assignment and approved in writing by Owner. Owner may assign any of its rights or obligations under this Agreement upon written notice to Pendulum Studio.


16. Miscellaneous

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and all previous agreements; discussions, communications and correspondence are superseded by the execution hereof. This Agreement shall be construed and interpreted under the laws of the State of Ohio, without reference to its conflicts of laws principles. In the event of any dispute between Owner and Pendulum Studio relating to or arising out of this Agreement, the prevailing party shall recover its reasonable attorney fees and other costs from the non-prevailing party, in addition to any damages to which the prevailing party may be entitled.

If this Agreement meets with your approval, please sign where indicated below and return a copy to our office. This will be indication of our formal notice to proceed.

Sincerely,

Pendulum Studio LLC

By: 
Neill Scheiter, NCARB
Project Architect

Agreed and Accepted:

Dan Maginn
Dake Well Architecture

By: _____
Authorizing Signature





Attachments: Exhibit A (Basis of Design)

CC: David Nachman Esq.
File

EXHIBIT C : FSC Proposal for Engineering Services

Fire Station No. 7
Fire Station No. 6
Fire Station No. 33
Fire Station No. 3



-  Fire Protection Engineering
-  Mechanical / Electrical / Plumbing Engineering
-  Code and Life Safety Consulting
-  Commissioning Services

March 25, 2024

Mr. Dan Maginn, FAIA, LEED AP
Dake|Wells architecture
2100 Central ST, Suite 01C
Kansas City, MO 64108

Re: Proposal for Engineering Services
KCFD Station Improvements – Fire Station #7
Kansas City, MO

Dear Dan,

FSC is pleased to submit our proposal to provide professional consulting engineering services for the above referenced project.

THE PROJECT

The Project includes renovating Fire Station #7. Detail description of the renovations is included in the Project Scope Narrative presentation titled *240215 KCFD Station Improvements Scope* (“Presentation”).

SCOPE OF WORK

FSC scope of work includes providing MEP design and limited construction administration services for the MEP-related scope of work detailed on pages 27 – 29 of the Presentation. Specifically, we will provide the following services.

- 1) Perform one site visit.
- 2) Attend virtual design review meetings, as requested.
- 3) Provide demolition plans.
- 4) Provide system design documents (drawings and technical specifications) at 90% CD and 100% CD/permit.
- 5) Construction drawings will be developed from the floor plans that are provided by Dake-Wells.
- 6) Prepare required documentation for permitting to show prescriptive compliance with the IECC, as required.
- 7) Address comments from code officials and make changes to documents, as needed, during the permitting process.
- 8) Bidding services include answering questions from contractors.
- 9) During construction, we will provide shop drawings review, issuing of RFIs, and up to two (2) construction site visits. Attendance at construction meetings or additional site visits may be provided for additional services.
- 10) Provide as-built Record Documents from Contractor’s marked-up plans.

Exclusions

Excluded from our basic services proposal are the following:

1. Any scope of work not included in the Presentation.



2. All work associated with development of documents for detailed telephone, building security and IT/fiber-optics design.
3. Fire Protection design services.
4. Cost Estimating for MEP systems.
5. Review of Contractor change orders.
6. Development of as-bid documents.
7. Value Engineering, specifically any design services during the bidding and construction phases due to owner requests or budget restrictions.
8. Any design or certification services related to any sustainable options, such as LEED, Energy Star, etc.

The items listed above may be provided as an additional service using our standard hourly rates.

FEE STRUCTURE

We propose to complete the work described above for a fixed fee lump sum of **\$8,000 including expenses** for mileage, reproduction of submittal documents, and delivery/postage.

We assume Dake|Wells will prepare an Architect Consultant agreement with Terms and Conditions. If not, then the attached FSC Terms & Conditions will apply.

Assuming you find this proposal acceptable, please sign, date, and return one copy to our office for our records. We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this project. If you have any questions, please contact me by telephone or email at sgarapaty@fsc-inc.com.

Sincerely,







Sonia Garapaty, CEO

Approved

Date



-  Fire Protection Engineering
-  Mechanical / Electrical / Plumbing Engineering
-  Code and Life Safety Consulting
-  Commissioning Services

March 25, 2024

Mr. Dan Maginn, FAIA, LEED AP
Dake|Wells architecture
2100 Central ST, Suite 01C
Kansas City, MO 64108

Re: Proposal for Engineering Services
KCFD Station Improvements – Fire Station #6
Kansas City, MO

Dear Dan,

FSC is pleased to submit our proposal to provide professional consulting engineering services for the above referenced project.

THE PROJECT

The Project includes renovating Fire Station #6. Detail description of the renovations is included in the Project Scope Narrative presentation titled *240215 KCFD Station Improvements Scope* (“Presentation”).

SCOPE OF WORK

FSC scope of work includes providing MEP and FP design and limited construction administration services for the related scope of work detailed on pages 13 – 24 of the Presentation. Specifically, we will provide the following services.

- 1) Perform one site visit.
- 2) Attend virtual design review meetings, as requested.
- 3) Provide demolition plans.
- 4) Provide system design documents (drawings and technical specifications) at 90% CD and 100% CD/permit. Fire protection and fire alarm design will be limited to performance specification.
- 5) Construction drawings will be developed from the floor plans that are provided by Dake-Wells.
- 6) Prepare required documentation for permitting to show prescriptive compliance with the IECC, as required.
- 7) Address comments from code officials and make changes to documents, as needed, during the permitting process.
- 8) Bidding services include answering questions from contractors.
- 9) During construction, we will provide shop drawings review, issuing of RFIs, and up to two (2) construction site visits. Attendance at construction meetings or additional site visits may be provided for additional services.
- 10) Provide as-built Record Documents from Contractor’s marked-up plans.

Exclusions

Excluded from our basic services proposal are the following:

1. Any scope of work not included in the Presentation.



2. All work associated with development of documents for detailed telephone, building security and IT/fiber-optics design.
3. Detail fire protection and fire alarm design.
4. Cost Estimating for MEP systems.
5. Review of Contractor change orders.
6. Development of as-bid documents.
7. Value Engineering, specifically any redesign services due to owner requests or budget restrictions.
8. Any design or certification services related to any sustainable options, such as LEED, Energy Star, etc.

The items listed above may be provided as an additional service using our standard hourly rates.

FEE STRUCTURE

We propose to complete the work described above for a fixed fee lump sum of **\$28,000 including expenses** for mileage, reproduction of submittal documents, and delivery/postage.

We assume Dake|Wells will prepare an Architect Consultant agreement with Terms and Conditions. If not, then the attached FSC Terms & Conditions will apply.

Assuming you find this proposal acceptable, please sign, date, and return one copy to our office for our records. We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this project. If you have any questions, please contact me by telephone or email at sgarapaty@fsc-inc.com.

Sincerely,



Sonia Garapaty, CEO

Approved

Date



- Fire Protection Engineering
- Mechanical / Electrical / Plumbing Engineering
- Code and Life Safety Consulting
- Commissioning Services

March 25, 2024

Mr. Dan Maginn, FAIA, LEED AP
Dake|Wells architecture
2100 Central ST, Suite 01C
Kansas City, MO 64108

Re: Proposal for Engineering Services
KCFD Station Improvements – Fire Station #33
Kansas City, MO

Dear Dan,

FSC is pleased to submit our proposal to provide professional consulting engineering services for the above referenced project.

THE PROJECT

The Project includes renovating Fire Station #33. Detail description of the renovations is included in the Project Scope Narrative presentation titled *240215 KCFD Station Improvements Scope* (“Presentation”).

SCOPE OF WORK

FSC scope of work includes providing MEP and FP design and limited construction administration services for the related scope of work detailed on pages 75 – 83 of the Presentation. Specifically, we will provide the following services.

- 1) Perform one site visit.
- 2) Attend virtual design review meetings, as requested.
- 3) Provide demolition plans.
- 4) Evaluate and upgrade plumbing, floor duct/cistern, mechanical, and electrical systems in the Mechanical Room.
 - a. Evaluation of the mechanical includes preparing load calculations to determine if an upgrade is needed. If necessary, then the design of the new mechanical equipment will be additional services.
 - b. If an upgrade is needed of the plumbing and/or electrical equipment, then the design will include a one-for-one replacement.
- 5) Provide system design documents (drawings and technical specifications) at 90% CD and 100% CD/permit.
 - a. Design of fire sprinkler system required for the range hood in the kitchen will be limited to performance specification.
 - b. Verification of window AC unit and power distribution needs in the Fitness Room / Vending.
- 6) Construction drawings will be developed from the floor plans that are provided by Dake-Wells.
- 7) Prepare required documentation for permitting to show prescriptive compliance with the IECC, as required.



- 8) Address comments from code officials and make changes to documents, as needed, during the permitting process.
- 9) Bidding services include answering questions from contractors.
- 10) During construction, we will provide shop drawings review, issuing of RFIs, and up to two (2) construction site visits. Attendance at construction meetings or additional site visits may be provided for additional services.
- 11) Provide as-built Record Documents from Contractor's marked-up plans.

Exclusions

Excluded from our basic services proposal are the following:

1. Any scope of work not included in the Presentation.
2. All work associated with development of documents for detailed telephone, building security and IT/fiber-optics design.
3. Detail fire protection and fire alarm design.
4. Cost Estimating for MEP systems.
5. Review of Contractor change orders.
6. Development of as-bid documents.
7. Value Engineering, specifically any design services during the bidding and construction phases due to owner requests or budget restrictions.
8. Any design or certification services related to any sustainable options, such as LEED, Energy Star, etc.

The items listed above may be provided as an additional service using our standard hourly rates.

FEE STRUCTURE

We propose to complete the work described above for a fixed fee lump sum of **\$19,000 including expenses** for mileage, reproduction of submittal documents, and delivery/postage.

We assume Dake|Wells will prepare an Architect Consultant agreement with Terms and Conditions. If not, then the attached FSC Terms & Conditions will apply.

Assuming you find this proposal acceptable, please sign, date, and return one copy to our office for our records. We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this project. If you have any questions, please contact me by telephone or email at sgarapaty@fsc-inc.com.

Sincerely,







Sonia Garapaty, CEO

Approved

Date



-  Fire Protection Engineering
-  Mechanical / Electrical / Plumbing Engineering
-  Code and Life Safety Consulting
-  Commissioning Services

March 25, 2024

Mr. Dan Maginn, FAIA, LEED AP
Dake|Wells architecture
2100 Central ST, Suite 01C
Kansas City, MO 64108

Re: Proposal for Engineering Services
KCFD Station Improvements – Fire Station #3
Kansas City, MO

Dear Dan,

FSC is pleased to submit our proposal to provide professional consulting engineering services for the above referenced project.

THE PROJECT

The Project includes renovating Fire Station #3. Detail description of the renovations is included in the Project Scope Narrative presentation titled *240215 KCFD Station Improvements Scope* (“Presentation”).

SCOPE OF WORK

FSC scope of work includes providing MEP and FP design and limited construction administration services for the related scope of work detailed on pages 5 – 9 of the Presentation. Specifically, we will provide the following services.

- 1) Perform one site visit.
- 2) Attend virtual design review meetings, as requested.
- 3) Provide demolition plans.
- 4) Provide system design documents (drawings and technical specifications) at 90% CD and 100% CD/permit. Fire protection and fire alarm design will be limited to performance specification.
- 5) Construction drawings will be developed from the floor plans that are provided by Dake-Wells.
- 6) Prepare required documentation for permitting to show prescriptive compliance with the IECC, as required.
- 7) Address comments from code officials and make changes to documents, as needed, during the permitting process.
- 8) Bidding services include answering questions from contractors.
- 9) During construction, we will provide shop drawings review, issuing of RFIs, and up to two (2) construction site visits. Attendance at construction meetings or additional site visits may be provided for additional services.
- 10) Provide as-built Record Documents from Contractor’s marked-up plans.

Exclusions

Excluded from our basic services proposal are the following:

1. Any scope of work not included in the Presentation.



2. All work associated with development of documents for detailed telephone, building security and IT/fiber-optics design.
3. Detailed fire protection and fire alarm design.
4. Cost Estimating for MEP systems.
5. Review of Contractor change orders.
6. Development of as-bid documents.
7. Value Engineering, specifically any redesign services due to owner requests or budget restrictions.
8. Any design or certification services related to any sustainable options, such as LEED, Energy Star, etc.

The items listed above may be provided as an additional service using our standard hourly rates.

FEE STRUCTURE

We propose to complete the work described above for a fixed fee lump sum of **\$16,000 including expenses** for mileage, reproduction of submittal documents, and delivery/postage.

We assume Dake|Wells will prepare an Architect Consultant agreement with Terms and Conditions. If not, then the attached FSC Terms & Conditions will apply.

Assuming you find this proposal acceptable, please sign, date, and return one copy to our office for our records. We appreciate the opportunity to submit this proposal and look forward to collaborating with you on this project. If you have any questions, please contact me by telephone or email at sgarapaty@fsc-inc.com.

Sincerely,



Sonia Garapaty, CEO

Approved

Date

TERMS AND CONDITIONS

This **AGREEMENT** is between Dake|Wells ("Client") and FSC, Inc. ("Consultant") for services to be provided by Consultant for Client on the KCFD Station Improvements – Fire Station 18 ("Project"), as described in the Consultant's Proposal.

- 1. Scope of Services.** The scope of Consultant's services shall be limited to those expressly set forth in the Scope of Work section of the Proposal ("Services"). Portions of the Services may be subcontracted. Consultant shall have no other obligation or responsibilities for the Project except as agreed to in writing. All the Consultant's actions and communications relative to the Services shall be subject to this agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, conflicting terms and conditions shall supersede those in this Agreement; however, any terms and conditions in this Agreement and not in such form are still valid. Either party may terminate this Agreement or Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination.
- 3. Change Orders.** Reasonable changes during the design phase of Project to assist in meeting Project's budget is included in the scope of Services. Changes in scope of Services during the construction phase are not included in the scope of Services. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following client's review, Client shall provide written acceptance. If Client does not follow these procedures but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly, and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due within 30 days of invoice date. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice. Client shall pay a finance fee of 1 % per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 90 days or older. If Client fails to make payments to Consultant, the Consultant may suspend or terminate Services. The Consultant shall be paid all fees due and any expenses incurred prior to resuming Services. The Consultant's fees for the remaining Services shall be equitably adjusted.
- 5. LIMITATION OF LIABILITY.** **Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Client agrees that the total aggregate liability of Consultant (and its related corporations and employees) to Client is limited to Consultant's fee for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Consultant's Services or this agreement.**
- 6. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and not duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recover shall be deemed to have accrued and the

applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

7. **Initiation of Claims.** Any claim in litigation must be filed not later than the earlier of the expiration of the applicable statute of limitations or two (2) years from either substantial completion or Consultant's last services on the Project.
8. **Warranty and Guarantee.** Consultant warrants that it is properly licensed to perform the services under this Agreement and that it shall perform the services in accordance with the applicable professional standard of care. No other expressed or implied warranties or guarantees are created related to this Agreement or the professional services to be provided.
9. **Insurance.** Consultant represents that it now carries and will continue to carry: (i) workers' compensation insurance and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ/\$4,000,000 agg); (iii) automobile liability insurance (\$1,000,000 combined single limit); (iv) professional liability; and (v) cyber liability insurance (\$2,000,000 claim/agg). Certificates of insurance will be provided upon request. Should the Client request greater limits, the Client shall request such additional insurance prior to entering into this Agreement and Consultant will provide a cost quote for the additional insurance. The cost of such additional insurance shall be borne solely by the Client.
10. **Mutual Waiver of Consequential Damages.** The Client and Consultant waive consequential damages for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, indirect, punitive, or exemplary damages arising out of or relating to this Agreement.
11. **Corporate Protection.** The Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or members to any personal legal exposure for the risks associated with his Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant and not any of the Consultant's individual employees, officers, or directors.
12. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Consultant agree that all disputes between them in excess of \$5,000, as a condition precedent to legal action by either party, shall first be submitted to at least one session of mediation unless the parties mutually agree otherwise. Cost of mediation service shall be shared equally between Client and Consultant. The mediation shall be administered by a mutually agreeable mediation service and shall be held in the Kansas City metropolitan area unless another location is mutually agreed upon by Client and Consultant.
13. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant.
14. **On-Site Services.** Project site visits by Consultant during construction shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractors' failure to perform its work in accordance with the drawings and specifications, all of which shall remain the sole responsibility of the construction contractor.
15. **Betterment.** If a required item or component of the project is erroneously omitted from construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been otherwise required and included in the original construction documents. In no event will Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

EXHIBIT D : ROM Project Cost Summary

Fire Station No. 7			
Men's Restroom	326 SF	\$400/SF	\$103,400
Women's Restroom	198 SF	\$400/SF	\$79,200
Locker Room	508 SF	\$300/SF	\$152,400
Total	1,032 SF	\$351/SF	\$362,000

Fire Station No. 6			
Bunk Room	1,172 SF	\$300/SF	\$351,600
Men's Restroom	236 SF	\$400/SF	\$94,400
Women's Restroom	210 SF	\$400/SF	\$84,000
Locker Room	646 SF	\$300/SF	\$193,800
Captain's Room	605 SF	\$300/SF	\$138,000
Kitchen	216 SF	\$750/SF	\$162,000
Dining	598 SF	\$200/SF	\$119,600
Watch Room	52 SF	\$200/SF	\$10,400
Patio	256 SF	\$200/SF	\$51,200
Corridors	691 SF	\$150/SF	\$103,650
Mechanical	252 SF	\$100/SF	\$25,200
Exterior Windows/Doors			\$75,000
Total	2,869 SF	\$554/SF	\$1,590,350

Fire Station No. 33			
Bunk Room	625 SF	\$300/SF	\$187,500
Men's Restroom	158 SF	\$400/SF	\$63,200
Women's Restroom	175 SF	\$400/SF	\$70,000
Kitchen	305 SF	\$750/SF	\$228,750
Corridor	134 SF	\$200/SF	\$26,800
Captain's Room	313 SF	\$300/SF	\$93,900
Captain's Restroom	80 SF	\$100/SF	\$8,000
Mechanical/Storage	316 SF	\$200/SF	\$63,200
Vending/Fitness	221 SF	\$400/SF	\$88,400
Exterior Windows/Doors			\$75,000
Total	1,263 SF	\$716/SF	\$904,750

Fire Station No. 3			
Bunk Room	1,025 SF	\$300/SF	\$307,500
Pole Rooms	144 SF	\$150/SF	\$21,600
Men's Restroom	238 SF	\$400/SF	\$95,200
Women's Restroom	170 SF	\$400/SF	\$68,000
Dayroom	345 SF	\$150/SF	\$51,750
Total	1,922 SF	\$283/SF	\$544,050

DAKE | WELLS
architecture

EXHIBIT E : Fee by Phase Summary

Fire Station No. 7	DWa Fee	Pend. Fee	FSC Fee	Total
SD/DD	\$ -	\$ 13,000	\$ 2,000	\$ 15,000
CD	\$ 18,000	\$ -	\$ 4,000	\$ 22,000
BN	\$ 2,750	\$ -	\$ 800	\$ 3,550
CA	\$ 18,000	\$ -	\$ 1,200	\$ 19,200
Total	\$ 39,000	\$13,000	\$ 8,000	\$ 60,000
Reimbursables	\$ 3,500	\$ 250	\$ -	\$ 3,750

Fire Station No. 6	DWa Fee	FSC Fee	Total
SD/DD	\$ 42,000	\$ 7,000	\$ 49,000
CD	\$ 55,500	\$ 14,000	\$ 69,500
BN	\$ 5,750	\$ 2,800	\$ 8,550
CA	\$ 55,500	\$ 4,200	\$ 59,700
Total	\$ 159,000	\$ 28,000	\$ 187,000
Reimbursables	\$ 8,500	\$ -	\$ 8,500

Fire Station No. 33	DWa Fee	FSC Fee	Total
SD/DD	\$ 23,000	\$ 4,750	\$ 27,750
CD	\$ 32,000	\$ 9,500	\$ 41,500
BN	\$ 3,750	\$ 1,900	\$ 5,650
CA	\$ 32,000	\$ 2,850	\$ 34,850
Total	\$ 91,000	\$ 19,000	\$ 110,000
Reimbursables	\$ 6,500	\$ -	\$ 6,500

Fire Station No. 3	DWa Fee	DWa Fee	FSC Fee	Total
SD / DD	\$ -	\$ 14,000	\$ 4,000	\$ 18,000
CD	\$ 20,000	\$ -	\$ 8,000	\$ 28,000
BN	\$ 2,750	\$ -	\$ 1,600	\$ 4,350
CA	\$ 20,000	\$ -	\$ 2,400	\$ 22,400
Total	\$ 43,000	\$ 14,000	\$ 16,000	\$ 73,000
Reimbursables	\$ 4,500	\$ 250	\$ -	\$ 4,750

Grand Totals	DWa Fee	Pend. Fee	FSC Fee	Total
Pre-Design	\$ 32,000	\$ -	\$ -	\$ 32,000
SD-CA	\$ 332,000	\$ 27,000	\$ 71,000	\$ 430,000
Total	\$ 364,000	\$ 27,000	\$ 71,000	\$ 462,000
Reimbursables	\$ 23,000	\$ 500	\$ -	\$ 23,500
Overall				\$ 485,500

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arcl.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

Note: The following remaining sections should be included for projects being processed in e-Builder. Delete these sections in their entirety if they are not applicable. Be certain to remove this note before your final Contract Document is printed.

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps** Downstream and **512 Kbps** Upstream

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all “As-Built Drawings”, catalog cuts and Owner's Operation and Maintenance manuals in digital format.

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT D

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: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Contract/Project Number _____
Contract/Project Title _____

Final Payment
 Date: _____
 Ordinance Date: _____

Application Number: 1
 Ordinance Number: _____
 City PO Number: _____

Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____

Application for Work Accomplished: From _____ To: SLBE Pre-Payment¹
 Name of Kansas City, MO Project Mgr: _____

[Enter Pre-Payment Amount on Line [6] of Application Number 1. Delete SLBE Prepayment and footnote if not applicable.]

Original Contract Amount	[1]	\$0.00
Net by Amendments ___ through ___	[2]	\$0.00
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
PAYMENT DUE CONTRACTOR (4-5)	[6]	\$0.00

Instructions to Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses per contract (ie. services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept.
2. If this is the First application for payment and if Contract amount exceeds \$127,000, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment;** and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit Application to: _____ Department
 Name, Project Manager
 414 East 12th Street - City Hall, _____ Floor
 Kansas City, MO 64106

¹Any SLBE Pre-Payment will be reflected in "Previous Payments" beginning with the second Application for Payment.

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	ABC INSURANCE COMPANY
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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 type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	Current	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	Y	POLICY NUMBER	1/1/2011	Current	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	Current	Limit; Deductible Limit; Deductible Limit; Deductible

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

Project No. _____ [Title]. Certholder (City) and _____ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	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
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EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, 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 _____ (title) of _____ (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

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:



AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division
414 East 12th Street, 2nd 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: _____ Tax I.D.# _____
(PRINT)

Address: _____

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 <i>(PRINT)</i>	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

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.

Please send my 1st Revenue Clearance Letter to: _____
(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 <i>(PRINT)</i>	TITLE <i>(IF APPLICABLE)</i>	
SIGNATURE	PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

**CREO KC INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM

I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. The City has adopted an Economic Equity & Inclusion Goals--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 Economic Equity & Inclusion Goals--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 CREO KC Forms are attached and must be used for MBE/WBE submittals:
 - 1. Affidavit of Intended Utilization (CREO KC Form 13); and
 - 2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8A); and
 - 3. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
 - 4. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
 - 5. Request for Modification or Substitution (CREO KC 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 Civil Rights & Equal Opportunity 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.gov. Before a Proposer submits a proposal, Proposer should contact CREO KC 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 (CREO KC 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 (CREO KC 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, CREO KC will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC 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 (CREO KC 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 (CREO KC 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.** This report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. 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 (CREO KC 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 (CREO KC 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 CREO KC 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 CREO KC 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 CREO KC 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 CREO KC 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 (CREO KC 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 CREO KC 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 CREO KC 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 – Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. If Contractor fails to achieve the economic equity & inclusion 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.

*[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$300,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. **Be sure to delete this note before printing**]*

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$300,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$300,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites 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 the construction employment goals to receive approval from CREO KC, a Proposer not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- C. The following CREO KC Forms are to be used for Construction Employment Program submittals using the B2GNow Diversity Management System:
 1. Project Workforce Monthly Report
 2. Company-Wide Workforce Monthly Report

II. Required Monthly Submissions during Term of Contract.

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
 1. **Project Workforce Monthly Report.** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The

second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City’s construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer’s own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled “Final Cumulative Report”

IV. Methods for Securing Workforce Participation and Good Faith Efforts.

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will examine the Proposer’s request and the Proposer’s documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
 1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director’s recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and



- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full-time career in the construction industry; and
 - b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.



- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- 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.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 - 2. Recommendations by the Director to assess liquidated damages;
 - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of CREO KC which could have been timely appealed.

VI. 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 Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

VII. Miscellaneous.

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of CREO KC or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. 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.
- D. Oral representations are not binding on the City.

VIII. Liquidated Damages; Suspension – Workforce Program.

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any



suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.





CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project)

Department

(Bidder/Proposer)

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. 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.
2. The project target goals are _____% MBE and _____% WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

| **BIDDER/PROPOSER PARTICIPATION:** _____% MBE _____% WBE

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ _____

4. 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*)

| Name of M/WBE Firm _____

Address _____

Telephone No. _____

I.R.S. No. _____



Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		\$ _____	_____ %	

*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See CREO KC Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than 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: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____
 Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE Subcontractor _____ 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.]

for an estimated amount of \$ _____ (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 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity 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 (select 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: _____





REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of CREO KC recommend or approve: (check appropriate space(s))

a. _____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
 to perform _____,
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____.
(Scope of work of old firm)

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
 _____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

_____ % MBE _____ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))



___The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



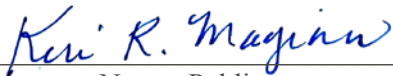
4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the Contractor Utilization Plan/Request for Waiver (HRD 08).
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

Director in Charge of Dake Wells Architecture
 (Title) (Name of Bidder/Proposer)

Dated: 9 November 2023 By: 
 (Affiant)

Subscribed and sworn to before me this 9th day of November, 2023.

My Commission Expires: July 12, 2026


 Notary Public





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

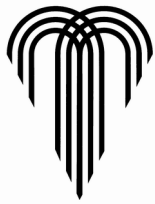
On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of _____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified MBE WBE DBE NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

By _____

Print Name

Title