

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement for architectural services related to the renovation of property located at 315 N. Main St. in Independence, MO, with Davison Architecture + Urban Design, LLC, of Kansas City (Jackson County), MO for use by the Prosecuting Attorney's MyARTS Program, at a cost to the County not to exceed \$100,560.00

RESOLUTION #17550, March 21, 2011

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 17410, dated November 8, 2010, the Legislature did authorize the County Executive to exercise an option to purchase from the City of Independence, MO property located at 315 N. Main St., Independence, MO to renovate for use as the site of the Prosecuting Attorney's MyARTS Program; and,

WHEREAS, the County has completed the required environmental remediation of the property and is now ready to obtain the necessary services of an architect to develop construction plans and specifications so bids can be obtained for the renovation project; and,

WHEREAS, the Department of Public Works solicited proposals for architectural services and received 15 proposals thereon; and,

WHEREAS, a special committee made up of representatives from the legislature, administration, COMBAT, the Public Works Department, and a local business owner narrowed the list to five architects that were selected for presentation of their proposals;

and,

WHEREAS, the committee recommends the award of the contract for architecture services for the MyARTS building renovation project located at 315 N. Main St., Independence, MO, to Davison Architecture + Urban Design, LLC, of Kansas City (Jackson County), MO, at a cost to the County not to exceed \$100,560.00; and,

WHEREAS, the Department of Public Works and the Prosecuting Attorney's Office negotiated the fee with Davison Architecture + Urban Design, LLC, and have verified that the fee is reasonable compared to standard design fee charts; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Department of Public Works and the Prosecuting Attorney's Office and that the County Executive be and hereby is authorized to execute any documents necessary to the accomplishment of the award in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 17550
 Sponsor(s): Dennis Waits
 Date: March 21, 2011

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution: <u>Design Contract Award for MyArts Building Renovation in Independence, Mo.</u> <input type="checkbox"/> Ordinance: Project/Title: <u>Renovation of the Oscar Motors Building for MyArts</u></p>											
<p>BUDGET INFORMATION To be completed By Requesting Department and Finance</p>	<table border="1" data-bbox="332 441 1209 577"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$100,560.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$-0-</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$100,560.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$100,560.00</td> </tr> <tr> <td>Source of Funds</td> <td>014-5013-58020</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$1,100,000.00</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable): NA</p> <p>Prior Year Actual Amount Spent (if applicable): NA</p>		Amount authorized by this legislation this fiscal year:	\$100,560.00	Amount previously authorized this fiscal year:	\$-0-	Total amount authorized after this legislative action:	\$100,560.00	Amount budgeted for this item *:	\$100,560.00	Source of Funds	014-5013-58020
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): R17410, 11-15 2010.</p>											
<p>CONTACT INFORMATION</p>	<p>RLA drafted by <u>Earl Newill, P.E. Chief Engineer. 881-4538 office or 401-6401 cell</u></p>											
<p>REQUEST SUMMARY</p>	<p>Jackson County purchased the building at 315 N. Main, Independence, for the MyArts Program. The building was assessed for hazardous materials, a plan developed, and the hazardous materials found were removed or mitigated, except for a small amount of lead based paint on the garage doors and interior stairs. The lead paint will be mitigated during the renovation. The building interior is gutted, and it is necessary to obtain the services of an Architect to create construction plans and specifications so bids can be taken and a construction contract awarded to make improvements. The Public Works department advertised for proposals for these services and received 15 submittals. A committee made up of representatives from the Legislature, Administration, Combat, a Local Business Owner and Public Works short listed 5 of the 15 to make presentations. Davison Architecture + Urban Design, LLC, (DA+UD) was selected by the Committee out of the 5 interviewed. A contract was negotiated with DA+UD. The contract includes a scope, fee, and schedule, which is all acceptable to the Prosecutors Office. The fee has been compared to standard design fee charts and is a reasonable fee.</p> <p>The Department of Public Works and the Prosecutors Office, recommends that the contract be awarded to Davison Architecture + Urban Design, LLC, and requests that the County executive be authorized to execute the agreement and further requests that the Manager of Finance be authorized to encumber \$100,560.00 to cover the cost of the design.</p>											
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>											
<p>ATTACHMENTS</p>	<p>Agreement with Architect including scope, fee, and schedule. Tax Clearance, Compliance Certificate, Schematic Views of Building concepts by DA + UD.</p>											
<p>REVIEW</p>	<table border="1" data-bbox="316 1564 1550 1795"> <tr> <td>Department Director: <i>James F. Kanagy</i></td> <td>Date: <i>3/14/2011</i></td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>Kyberan Ball</i></td> <td>Date: <i>3/16/2011</i></td> </tr> <tr> <td>Division Manager: <i>[Signature]</i></td> <td>Date: <i>3/16/11</i></td> </tr> <tr> <td>County Counselor's Office: <i>[Signature]</i></td> <td>Date: <i>[Signature]</i></td> </tr> </table>		Department Director: <i>James F. Kanagy</i>	Date: <i>3/14/2011</i>	Finance (Budget Approval): If applicable <i>Kyberan Ball</i>	Date: <i>3/16/2011</i>	Division Manager: <i>[Signature]</i>	Date: <i>3/16/11</i>	County Counselor's Office: <i>[Signature]</i>	Date: <i>[Signature]</i>		
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Fiscal Information (to be verified by Budget Office in Finance Department)

This expenditure was included in the annual budget.

Funds for this were encumbered from the _____ Fund in _____.

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

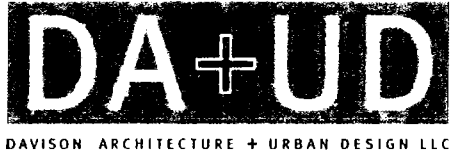
Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____

Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
014-5013-58020	MyArts (2011 Bonds)	\$100,560.00

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.



March 07, 2011

Project/ client : Oscar Maples Motor Renovation for My ARTS
Independence, Missouri

Owner: Jackson County, Missouri
415 E 12th Street, Kansas City, MO

Dear Ms. Angela Gravino and Mr. Earl Newell,

Davison Architecture + Urban Design LLC (DA+UD) is pleased to submit the following fee proposal on behalf of our team of experienced consultants and designers for the Oscar Maples Motor Building renovation. We will work towards the design of a functional and well loved community amenity for the MyARTS program.

Our proposal is based on the following:

Renovation of the existing structure at 315 N Main Street, including exterior envelope, storefront and glazing redesign, exterior entrance plaza, interior space planning, and interior design of all program areas.

Please note that this fee proposal does not include permit fees, additional legal descriptions of property and any survey information, or a soil engineering study.

Consultant services included under this proposal include Architectural, Mechanical, Electrical, Plumbing (MEP), Structural, and Cost Estimation. Any additional consultant services requested by the owner shall be considered additional services and shall be negotiated on an as needed basis.

Our work is broken down in the following manner:

PRE-DESIGN/PROGRAMMING - PHASE I

Scopes of work listed below would be completed during this first phase of work with client approval required to move forward with schematic design. We would work with the users and staff to establish the program needs of the MyARTS building as well as documenting the existing conditions.

Deliverables:

- Existing building drawings in AutoCAD
- Program user needs document matrix
- Initial structural report of existing building

SCHEDULE - 1 week in duration with one week of owner review time for approval. Design team requests that all programming information and staff interview data be provided prior to the scheduled programming meeting.

COMPENSATION - \$8260.00

Please note that typically the above services would be considered additional to basic architectural services and fees.

SCHEMATIC DESIGN (SD) - PHASE II

SD is the first phase of design work where the aesthetics of the buildings are developed. DA+UD and the design team are to provide presentation drawings depicting plans, elevations, and sections of the building and adjacent parking area to the south. Renderings and/or models may also be employed to help illustrate the relationships of spaces. Initial budget and quality level of construction will be established at this time. Applicable code research, site plan and access studies, and overall program placement are established in this phase.

Deliverables:

- Schematic Site Plan @ 1/16" - 1'-0"
- Floorplan(s) @ 1/8"=1'-0" of all levels
- 4 Exterior Elevations @ 1/8"=1'-0"
- Building Section(s)@ 1/4"=1'-0" as needed
- 2 Digital Model Vignettes (minimum)
- Final Program Matrix
- Initial Cost Analysis Document

Exclusions:

Vacant property east of the building, Preliminary Development Plan review process not expected to be required and is not included, Variance requests or zoning changes. It is the

understanding of the architect that all environmental remediation has been completed and that the building is ready for a construction phase of work. Also, all civil engineering site documentation on Tract 1 and 2 are excluded. It is our understanding that the County will provide necessary point elevations for the design team as needed.

SCHEDULE - 3 weeks in duration. Scope of Work includes two (2) meetings with client; one interim design review and one presentation meeting, with owner approval required in order to proceed. Schedule includes one week of review time for owner to make comments and changes.

COMPENSATION: \$13,210.00

DESIGN DEVELOPMENT - PHASE III

During this phase, the design is further developed and interior finishes and materials are researched and proposed. Exterior renovation shall be defined through the selection of window and storefront systems, masonry restoration, roof repair, and overall envelope stabilization. Consultant work is further defined and coordinated to create a comprehensive design. Meetings with county officials as needed for code and design approval are also completed at this time.

Deliverables:

Previous documentation listed under SD's with the following additions:

Interior elevations of critical design elements @ ½" = 1'-0" min

Initial Wall sections, including foundation details @ 1" = 1'-0" min.

Details as needed

Initial Finish, Fixture and Equipment schedules

Draft Specifications

Initial Framing and structural information (to be provided by engineer and coordinated by DA+UD)

Initial MEP information (to be provided by engineer and coordinated by DA+UD)

SCHEDULE - Phase III to be completed in 4 weeks and include a maximum of 2 meetings with the owner for the necessary approvals. One set of revisions to address county comments will be included. One week of review time by the owner.

COMPENSATION: \$ 12,690.00*

*this phase does not include cost estimation. If the owner requires costing at this phase, an additional \$1500 will be added to the basic fee.

PERMIT SET AND CONSTRUCTION DOCUMENTATION (CD'S) - PHASE IV

During this phase, the necessary information required by the county for permitting and the contractor for construction is documented and coordinated. Meetings with county officials as needed for permit approvals.

Deliverables:

Previous documentation listed above with the following additions:

Wall sections, including foundation details @ 1" = 1'-0" min.

Details as needed

Window, Finish, fixture and equipment schedules

Specifications

Framing and structural information (to be provided by engineer and coordinated by DA+UD)

MEP information (to be provided by engineer and coordinated by DA+UD)

Cost estimate of 50% Construction Document set

SCHEDULE - Phase IV to be completed in 6 weeks and include a maximum of 2 drawing review submissions and drawing review meetings with the owner for the necessary approvals at 50% and 100% CDs. One set of revisions to address county comments is included. Design changes to meet county requirements may require additional services.

COMPENSATION: \$ 39,900.00

BIDDING – PHASE V

DA+UD will assist the owner in the selection of a general contractor through a competitive bidding process by attending the pre-bid meeting, through digitally uploading the documents for access by contractors, and answering questions and issuing addenda as needed. Review of bids and recommendation of a general contractor is also included as part of this phase of work.

SCHEDULE - Phase V to be determined by the County.

COMPENSATION: \$ 3535.00

Please note: the architect is not responsible for printing the contract sets and has not included a fee as part of our reimbursable budget because it is not possible for us to project costs of this expense at this time. We would recommend digital distribution of drawings and specifications and those costs would be associated be borne by the bidders. We will format the set to be 11 x 17 dimension for a half size set.

CONSTRUCTION ADMINISTRATION and PROJECT CLOSE OUT – PHASE VI

The architect and consultant team will attend the pre-construction meeting and construction progress meetings, conduct observation visits and reports, respond to RFI's and RFQ's per the AIA standard document methodology, prepare architect's supplemental instructions, review and approve shop drawings and submittals and certify pay applications and progress payments.

SCHEDULE: Shall be negotiated with the selected general contractor. We believe the construction time frame should be approximately twelve months and our overall fee reflects this.

COMPENSATION: \$19,965.00

Reimbursables:

All reimbursable expenses (printing of photography, drawing plots, delivery, photocopies and mileage, etc) to be billed at a factor of 1.1 except for in-house plots, which will be as follows:

24 x 36 format - \$4.00 per sheet b/w

11 x 17 format - \$1.00 per sheet for b/w

8.5 x 11 format - \$0.25 per sheet for b/w

8.5 x 11 color prints - \$2.50 sheet

11 x 17 color prints - \$4.00 sheet

Digital photography - \$0.25 each

Travel expenses to be billed at .51 per mile

Any owner-authorized work to be done in addition to that outlined above will be billed at the following:

Hourly rate for Principal Architect – \$125

Hourly rate for Project Manager - \$95

Hourly rate for Project Designer – \$45

Hourly rate for clerical - \$30

Reimbursable billing of \$3000 is anticipated. We will work to minimize this cost by transferring files digitally and thereby reducing mailing and printing costs.

TOTAL FEE: - \$100,560.00

We will bill monthly for work performed to date. We would kindly request that payment is paid within 30 days of receipt of invoice. Please let us know your billing cycle to ensure timely payment.

Thank you very much for the opportunity and we look forward to working with you.

Best regards,

Dominique Davison AIA LEED AP™
Principal, Davison Architecture + Urban Design LLC

405 Southwest Blvd, Suite 200
Kansas City, MO 64108
816-531-8303 (office)
816-516-8970 (cell)

Confirmation Memorandum
Jackson County Missouri - Department of Public Works

TO: Ms. Dana Tadlock
Collection Department

FROM: Earl Newill
Engineering Division

DATE: February 14, 2011

SUBJECT: Request for Tax Clearance
Oscar Motors Building, 315 N. Main

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that Company and/or individuals listed below be verified as being listed and assessed on the County tax rolls, and are in no way delinquent on any taxes payable to the County.

Davison Architecture & Urban Design, LLC
405 Southwest Boulevard
Suite 200
Kansas City, Mo. 64108
816-531-8303

Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	<u>\$ 239.05</u>	<u>0</u>
MERCHANTS	<u>0</u>	<u>0</u>
INDIVIDUAL	<u>0</u>	<u>0</u>
REAL ESTATE	<u>\$ 5,308.49</u>	<u>0</u>


Signature (Person Verifying)

CC: Jerry A. Page, Director of Public Works
File – construction contract

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2011 by and between the County of Jackson, Missouri hereinafter referred to as "County" and **Davison Architecture + Urban Design, LLC**, hereinafter referred to as "Architect."

WITNESSETH:

WHEREAS, County requires design architectural services in connection with the following improvement: **Renovation of the Oscar Maple Motors Building, at 315 N. Main, Independence, MO.**; and,

WHEREAS, County desires to enter into an Agreement with Architect to perform Design services as aforementioned; and,

WHEREAS, Architect represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ARCHITECT:

Architect, upon receipt of written notice from the County that this Agreement has been approved, will furnish the necessary architectural and related services as stipulated in the attached proposal from the Architect.

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, an Addendum to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefore. Any change in compensation will be covered in the Addendum.

ARTICLE III – PROJECT ASSUMPTIONS

The County and the Architect acknowledge that the scope of work described in ARTICLE I above was developed based on the following assumptions:

- A. The County will acquire all necessary access for Architect or their sub-consultants to perform inspections, and other services associated with this project.
- B. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project.
- C. Submittals will be made to the Public Works Development Division for permits.

Services other than those stipulated in the scope of services listed in Article I or in conflict with the assumptions listed above shall constitute additional services not covered under this Agreement. The County shall retain the right to request additional services, based on changed or unforeseen conditions. In that event, a Supplement to this Agreement shall be executed prior to performing the additional change in work or incurring any additional cost thereof. Any change in compensation will be covered in the Supplement.

ARTICLE IV - SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY:

The County agrees to furnish information and have work done without cost to the Architect as follows:

1. Make available to the Architect existing records, maps, plans, and other data possessed by County when such are necessary, advisable or helpful to the Architect in the completion of his work under this Agreement. The County shall furnish a copy of property ownership information from County tax records.
2. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities.
3. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the County throughout completion of the services covered by this Agreement.
4. Examine all studies and drafts developed by the Architect, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Architect.

ARTICLE V - PERIOD OF SERVICE:

Renovation of Oscar Maple Motors Building Project Number 3141

The Architect will commence work within two (2) weeks after receiving Notice-to-Proceed from the County. The general phases of work will be completed in accordance with the schedule submitted by the Architect.

The County will grant time extensions for unavoidable delays beyond the control of the Architect. The Architect, stating fully the reasons for the request, should make requests for extensions of time in writing.

ARTICLE VI - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Architect shall submit a Progress Report to the County. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Architect's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Architect, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Architect of its primary responsibility for the quality and performance of the work.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

Renovation of Oscar Maple Motors Building Project Number 3141

All plans, specifications and other documents shall be endorsed by the Architect and shall reflect the name and seal of the Professional Architect endorsing the work.

ARTICLE X - STANDARD OF CARE

Architect/Consultant warrants that he shall perform the services in accordance with the standards of care and diligence normally practiced by recognized architectural firms in performing services of a similar nature. If, during the two year period following the earlier of completion or termination of the Services under the applicable Request for Service it is shown there is an error in the Services caused solely by the Architect's failure to meet such standards, and County has promptly notified Architect of any such error within that period, Architect shall perform, at Architect's cost, such corrective architectural services as may be necessary to remedy such error.

ARTICLE XI - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.
The Architect shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the County shall have access to the records for inspection, during regular working hours at the Architect's place of business. County shall have the right to audit and inspect Architect's records and accounts covering costs hereunder at all reasonable times during the performance of the Services and for a period of three (3) years after the acceptance thereof. Architect shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs.

2. Conferences, Visits to Site, Inspection of Work.
A representative of the County shall have the privilege of inspecting and reviewing the work being done by the Architect and consulting with its staff at any time. Conferences are to be held at the request of the County or the Architect.

3. Accuracy of Work. The Architect shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Architect without additional compensation. Acceptance of the work by the County will not relieve the Architect of the responsibility for subsequent

Renovation of Oscar Maple Motors Building Project Number 3141

correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.

4. Relationship with Others. The Architect shall cooperate fully with Architects on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the County, and compliance with all directives issued by the County.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall save the Architect harmless from any claims and liabilities resulting from such use.
6. Termination. Architect or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Architect's service being unsatisfactory in the judgment of the County, or if the Architect fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Architect will be responsible for any excess cost in addition to that provided for in this agreement or any damages the County may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.
7. Successors and Assigns. The County and the Architect each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Architect shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all

ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.

The Architect's attention is directed to Chapter 296, Section 296.010, to Section 296.070, inclusive RSMo 2000, as amended, "Discriminatory Employment Practices," and to Section 644.4, Jackson County Code, 1984, which provides as follows:

644.4 Subcontractors, Agreements with Contractors

The contractor will require that all contracts between it and subcontractors shall contain the following provisions.

a. Not Discriminate

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

b. Inspection by County Contract Review Officer (CRO)

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

9. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Architect will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Architect will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

10. Independent Contractor. The Architect shall work as an independent contractor and not as an employee of the County. The Architect shall be subject to the direction of the

Renovation of Oscar Maple Motors Building Project Number 3141

County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Architect shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

11. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
12. Incorporation. This Agreement along with the Architect's attached proposal and fee breakdown incorporates the entire understanding and agreement of the parties.
13. Decisions under this Agreement. The County will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.
14. Breach of Contract. The prevailing party, in whole or in part, shall be entitled to reimbursement for all costs and reasonable attorneys' fees in any legal action brought against the other party based on a breach of this Agreement.
15. Safety Requirements. Architect shall make every reasonable effort to perform the Services in a manner complying with all applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Architect shall also be responsible for the safety of its own employees at all times during the performance of any Request for Services.
16. Purchase Orders. In the event the County uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed

provision in conflict with the terms of this Agreement and all-preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

INSURANCE: Consultant Firm shall purchase and maintain insurance coverage's as stated in Exhibit A.

Renovation of Oscar Maple Motors Building Project Number 3141

PROFESSIONAL LIABILITY: The Consultant Firm shall secure Professional Liability insurance coverage with limits of \$1,000,000 each claim/\$1,000,000 aggregate.

The County understands that we cannot be a named insured on this coverage and that it is available only in a "claims made" form.

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverage's not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverage's and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$2,000,000 per occurrence and \$4,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medial Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on "an auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operations of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

- Workers Compensations Statutory
- Employers Liability \$500,000 each accident
- \$500,000 Disease-each employee
- \$500,000 Disease-Policy limit

4. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage's mentioned above with Thirty (30)

days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverage's.

5. QUALIFICATIONS INSURANCE CARRIERS

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

6. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. On the

Renovation of Oscar Maple Motors Building

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event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

FILING OF CERTIFICATES OF INSURANCE AND POLICIES WITH THE COUNTY

The Architect shall file with the County upon request a copy of all policies of insurance required under the Agreement.

Within ten (10) calendar days of the date when requested or before commencement of the work, Architect shall file with the County's Public Works Director Certificates acceptable to him of the insurance required by the Agreement. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty (30) days prior written notice of cancellation has been given to the County's Public Works Department Director. Failure to so file these certificates is a breach hereof.

INDEMNIFICATION:

The Architect agrees to indemnify, defend and save harmless the County, against all damages to property, structures and utilities together with all claims for damages arising out of personal injury, including accidental death due to the Architect's negligent or willful acts or the negligent or willful acts of the Architect's subcontractors, agents or employees, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE ARCHITECT:

For the architectural services performed by Architect under this Agreement and as full compensation therefore, and for all expenditures made and all expenses incurred by Architect in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, County will pay Architect as follows:

1. County will pay a lump sum fee of \$ _____, as compensation for Architect's services and expenses as set forth in the Architect's attached Proposal.
2. Upon successful completion of each task outlined in the proposal, the Architect will present an invoice to the County, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Architect. Invoices are to be submitted on a monthly basis.

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ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Scope of Services including tasks, fee and project schedule.

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IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Architect has hereunto set it hand and seal.

Approved by:

Recommended by:

Michael D. Sanders
County Executive

Jerry A. Page, P.E.
Director of Public Works

Approved to form this _____ day of _____, 20_____

County Counselor

By: _____
Architect

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ _____ which is hereby authorized.

Date Finance Director

FMS Agreement Number _____

Account Code _____ - _____ - _____

Tax ID # _____

Certificate of Compliance

ISSUED TO:

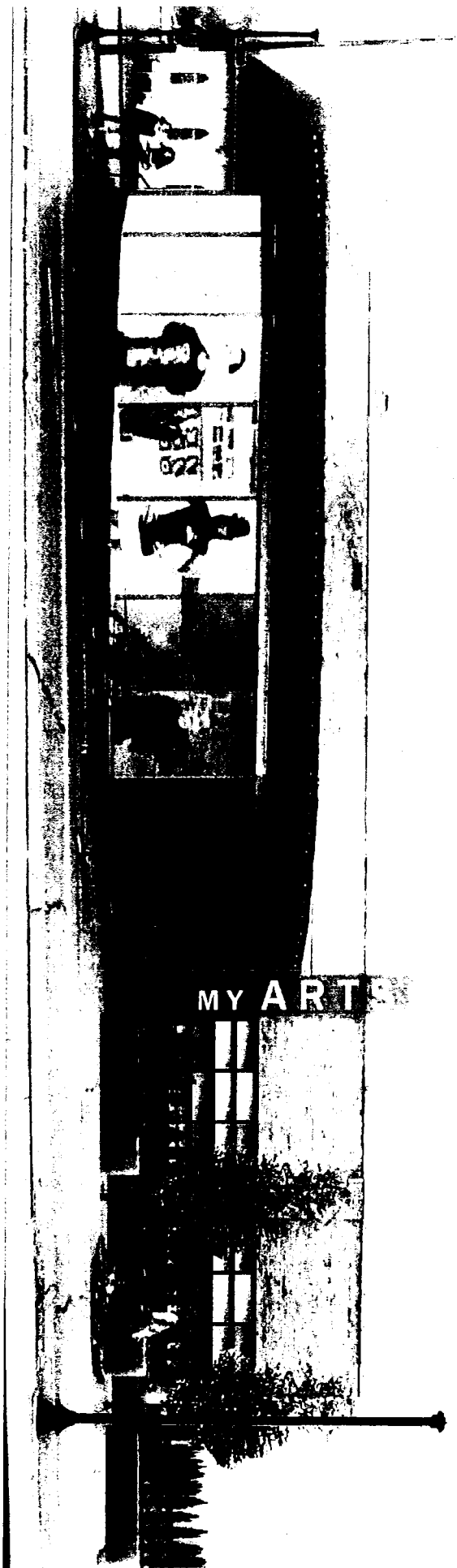
Davidson Architecture & Urban Design, LLC

Whose Affirmative Action Program has been reviewed and found to be in compliance with Chapter 6, Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business within Jackson County.

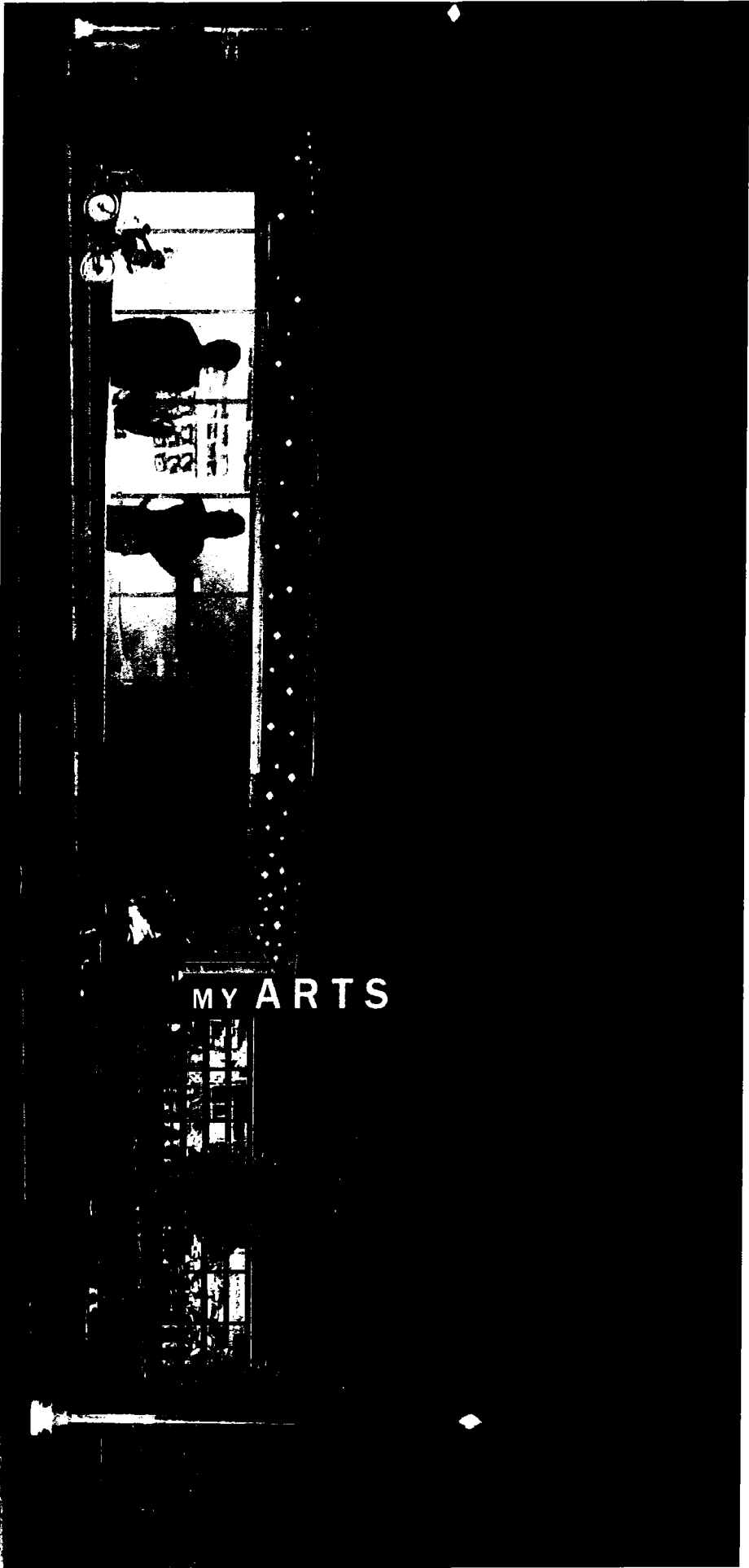
This certificate is effective for a twelve (12) month period beginning its date of execution.

Executed this 1st day of January, 2011


COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI



MY ART



MY ARTS





MYARTS EAST Conceptual Floor Plan
 315 N. Main Street, Independence, Missouri
 County Project No. 3141

Scale: 1/16" = 1'-0"

MYARTS
Metropolitan Youth Arts
and Technology for Students

Conceptual Floor Plan

- All design studios potentially include (but are not limited to):
 Storage space
 Large sink and drain
 Space for furniture and equipment
- Office space for artist mentors and apprentices shall be incorporated into each design studio.
- Potential shared computer access for graphic design and screen printing studios.
- Open floor plan with options for various wall and gallery configurations through the use of movable partitions.



SUSAN
 RICHARDS
 JOHNSON
 & ASSOCIATES, INC.