

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$140,234.00 within the 2020 County Improvement Fund and authorizing the Director of Finance and Purchasing to execute an addendum to the contract with BNIM of Kansas City, MO, for Phase III of the architectural scope of services for the repair of the downtown Jackson County Courthouse, necessitated by water damage that occurred on February 3, 2019, at an actual cost to the County not to exceed \$140,234.00.

**RESOLUTION NO. 20417**, April 27, 2020

**INTRODUCED BY** Theresa Cass Galvin, County Legislator

WHEREAS, the County originally retained BNIM of Kansas City, MO, under an emergency declaration, for professional architectural services to assist the County with remedying water damage that occurred on February 3, 2019, to the basement and upper floors of the downtown courthouse; and,

WHEREAS, by Resolution 20199, dated July 15, 2019, the Legislature authorized additional architectural services from BNIM relating to Phase II design services for the repair project at an actual cost to the County not to exceed \$496,475.00; and,

WHEREAS, Phase II was completed in November 2019; and,

WHEREAS, in order to properly restore the historic building to its previous condition, careful monitoring and construction administration are needed to be performed during the construction phase of the project; and,

WHEREAS, given the knowledge and experience that BNIM has obtained during this process, BNIM has been requested to perform the next phase of services; and,

WHEREAS, the new scope of services for Phase III of the repair project includes construction administration services, including, but not limited to, tracking the contractor's adherence to project documentation, criteria, specifications, and design via on-site inspections, maintaining overall project coordination, correspondence, general project administration, and handling communications between the contractor and owner to ensure that project expectations are maintained in terms of cleanliness, noise, and interference with facility operations; and,

WHEREAS, commencing upon execution of the attached addendum, BNIM has indicated a 270-day schedule to complete the planned construction administration services; and,

WHEREAS, a transfer is necessary to place the needed funds in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2020 County Improvement Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Non-Departmental- Cnty Imprvmnt 013-5113	56790- Other Contractual Services	\$140,234	
DTCH Repairs & Improvements 013-1241	56790- Other Contractual Services		\$140,234

and,

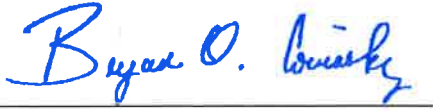
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute the attached addendum to the contract with BNIM of Kansas City, MO, for Phase III construction administration services; and,

BE IT FURTHER RESOLVED that the Director be and hereby is authorized to make all payments, including final payment on the contract and addendum thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify the attached Resolution No. 20417 introduced on April 27, 2020, was duly passed on May 4, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

5-4-2020  
Date

  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 013 5113 56790  
ACCOUNT TITLE: County Improvement Fund  
Non-Departmental  
Other Contractual Services  
NOT TO EXCEED: \$140,234.00

There is a balance otherwise encumbered 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.

ACCOUNT NUMBER: 013 1241 56790  
ACCOUNT TITLE: County Improvement Fund  
DTCH Repairs & Improvements  
Other Contractual Services  
NOT TO EXCEED: \$140,234.00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer



April 1, 2020

Mr. Brian Gaddie – Public Works Director  
Jackson County  
415 E 12th Street  
Kansas City, MO 64106

**Re:** Jackson County Courthouse Emergency Services – Phase III (the “Project”) Agreement for Professional Services – Construction Administration Services

Dear Brian:

BNIM is pleased to provide the following agreement for construction administration services for Phase II – Jackson County Courthouse Emergency Services. The following is our understanding of the project scope, duration, proposed fee, and other terms and conditions.

#### **Basic Services – Understanding and Scope**

This agreement is based on the following scopes of work for Construction Administration Services for Floor Levels Basement, 2, 3, 4, 5, 5M, 6, & 6M, of approximately 45,000 total sf in areas shown documented in Construction Documents dated November 12, 2019.

BNIM will manage internal and consultant services, consult with your team, communicate with members of the Project and construction team, and administer project closeout. More specifically, we propose the following services be provided as Basic Services:

- **Project Meetings:**
  - BNIM - Attend one (1) project progress meeting per week.
  - Henderson Engineers – Attend (8) progress meetings total (in person) and (8) progress meetings total (by phone) – 16 total.
- **Site Visits:**
  - BNIM - Perform one (1) site visit per week to observe progress of construction, to coincide with Project Meetings, not to exceed thirty-two (32) visits total.
  - Henderson Engineers – (6) site visits for review of work progress and (2) site visits for the purpose of punchlist/final closeout.
- **Submittal Review:** Review specified submittals requiring Architect’s and Engineer’s action, limited to initial review and one (1) resubmittal review. Reviews will be provided within fifteen (15) calendar days for reviews requiring only Architect’s review, and twenty-one (21) calendar days for reviews requiring other consultant reviews. Prior to any and all submittal reviews, it is a requirement of the contract documents for the General Contractor to submit (and maintain updates to) a submittal schedule that shall reflect and be in alignment with all construction activities and the

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- project schedule of construction (with materials and systems reviews to occur in advance of installation as to allow for proper review durations).
- **Requests for Information (RFI):** (Architect and Engineer) Review and respond to requests for information about the Contract Documents; responses will be provided within fifteen (15) calendar days.
  - **Project Closeout:** (Architect) Perform a total of three (3) (2 for Henderson Engineers) visits to the site conducting punch list activities issued under one (1) Substantial Completion document: Two (2) inspections of the Work (1 for Henderson Engineers) to determine whether the Work is substantially complete and one (1) inspection of the Work to determine final completion (for BNIM and Henderson Engineers).
  - **Closeout Documents:** Provide review of submittals specified for Closeout and Record Documents for compliance with specifications and transmittal to Client.
  - **Hourly Maximum totals for Architectural services** (distributed over a 39-week duration)
    - Principal – 47 hours
    - Associate Principal – 140 hours
    - Associate – 468 hours

Services from Henderson Engineers, Inc. (HEI) are included in Fees below. We have also referenced as-needed services from FP & C and Walter P. Moore, but their services will be billed separately from the Lump Sum Fee below, as needed during construction.

#### **Services Duration**

Commencement of Duration: Upon issuance of Notice to Proceed to awarded contractor by Jackson County **(or The Client)**.

Basic Services herein are provided for a duration of 270 calendar days (30 days beyond the 240 maximum duration specified on the "Proposal" included in the "Bidding Documents" provided by Jackson County) from commencement to final completion. Services required beyond the 270 calendar days will be considered Additional Services as detailed below.

#### **Fees, Invoices, and Payments**

BNIM proposes to be compensated based on a Lump Sum (not to exceed service and value) Fee of **\$135,734** plus Reimbursable Expenses as further defined below. Consulting services Invoices are to be submitted on a monthly basis in proportion to the services performed. The Fee includes services from Henderson Engineers and shall not be exceeded without the written approval of the Client.

Upon completion of Construction Administration Services, or percentage thereof, 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.

Fees for FP & C and Walter P. Moore shall be compensated on an hourly basis as indicated on **Exhibit C** and **Exhibit D**, respectively. We anticipate their services will be

limited and provided on an as-needed basis. Therefore, the Lump Sum fee above does not include fees for their services and will instead be billed in addition to BNIM and HEI's monthly fee percentages as they occur.

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by BNIM and its consultants directly related to the Project as follows: express mail, delivery services, photography, copying, scanning, printing, computer plotting costs, travel expenses, mileage, and parking. Please see **Exhibit A** for a breakdown of these expenses. Reimbursable Expenses shall be billed at one and one-tenth (1.1) times actual cost for administrative handling. We estimate total reimbursable expenses to be **\$4,500** which includes estimated expenses from HEI. Reimbursable expenses in excess of the estimate will be billed as indicated above and will be subject to Jackson County approval prior to undertaking.

Payments are due and payable within thirty (30) days of receipt of BNIM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at one and one-half percent (1.5%) per month (18% annual percentage rate) on the balance owed.

#### **Additional Services**

Services not included in BNIM's scope, above, will be invoiced at BNIM's 2020 hourly rates, or at the rate charged by the professional involved, unless specified otherwise. In addition to those listed below, those services might include, but are not necessarily limited to: additional cost estimating, additional documentation of existing conditions, owner-requested changes, cost-reduction revisions, and other engineering services that have not been defined.

The Client 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 related Addendum.

- **Exclusions to be considered for Additional Services**

- Providing Construction Administration services after the 270-day duration identified above. If the services covered by this Agreement have not been completed by duration defined herein, through no fault of the BNIM, extension of BNIM's services beyond that duration shall be compensated as Additional Services.
- Site visits beyond one (1) visit/calendar week or total visits indicated as part of Basic Services.
- Submittal reviews requiring more than two (2) reviews (original submittal and re-submittal).
- Changes to documents or creating instruments of change specific to cost of construction reductions.
- Revisions to documents or creating instruments of change for Substitution Requests.
- Revisions to documents or creating instruments of change due to a change in prior decision-making or direction by Owner.
- Site visits to conduct punch list activities beyond three (3) trips.



- Punch list and project closeout documentation for phased or multiple sets of Substantial Completion documents.

Please also see **Exhibit B** Miscellaneous Terms and Conditions for this Agreement, attached hereto, for other terms and conditions that are to be incorporated into this letter agreement.

We look forward to working with you in completing this project and continuing our collaborative relationship with you to create a revitalized space for Jackson County.

Sincerely,



Joe Keal, AIA LEED AP  
Principal  
BNIM

Attachments: Exhibit A Hourly Professional Service Rates & Reimbursables  
Exhibit B Miscellaneous Terms and Conditions for This Agreement  
Exhibit C Henderson Engineers Schedule of Hourly Fees  
Exhibit D FP & C Schedule of Hourly Fees  
Exhibit E Walter P. Moore Billing Rate Schedule

Approved: \_\_\_\_\_  
Bob Crutsinger – Director of Finance & Purchasing

Date: \_\_\_\_\_

## REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$140,234.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 013-1241-56790



**EXHIBIT A**

Effective January 1, 2020

**Hourly Professional Service Rates**

Principal	\$275 - \$500
Vice President	\$300
Associate Principal	\$225
Associate 1	\$200
Associate 2	\$150
Senior Design Professional	\$175
Design Professional 1	\$150
Design Professional 2	\$135
Design Professional 3	\$110
Intern	\$75
Administrative	\$100
Senior Administrative	\$185
Information Services	\$210
Graphics	\$175

**Reimbursable Expense Rates**

Mileage	57.5¢ per mile*
Parking	At Cost
Car Rental	At Cost
Air Travel	At Cost
Hotel	At Cost
Meals	At Cost
Telephone	At Cost
Delivery / Postage	At Cost
B&W copies / prints	15.4¢ per s.f. - (10¢ per 8.5 x 11)
Color prints	\$1.54 per s.f. - (\$1.00 per 8.5 x 11)
PDF copies	7.69¢ per s.f. - (5¢ per 8.5 x 11)
Bond plots	30.0¢ per s.f.
Color plots	\$3.00 per s.f.
Mylar / Color photo plots	\$6.00 per s.f.

\* Or current allowable reimbursement rate established by the Internal Revenue Service.

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## Exhibit B

### Miscellaneous Terms and Conditions for this Agreement

#### I. Ownership of Documents

Paragraph removed and replaced with Miscellaneous Provisions Item No. M.

#### II. Transfer of Documents

It is understood that from time-to-time Client may request BNIM to transfer its Instruments of Service to third parties for use in cost estimating purposes. The transfer or distribution of Instruments of Service to third parties is not to be construed as a publication in derogation of the reserved rights of BNIM and its consultants consistent with the terms described above. Payment in full for all amounts due and owing BNIM is an express condition precedent to any transfer of Instruments of Service. The use of BNIM's Instruments of Service shall be at Client's sole risk and without any liability, risk or legal exposure to BNIM. Refer also to Miscellaneous Provisions Item No. M.

#### III. Claims and Disputes

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors,

consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

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mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the City of the Architect's office, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

#### **IV. Limitation of Liability**

Paragraph removed and replaced with Miscellaneous Provisions Item No. W.

#### **V. Miscellaneous Provisions**

- A.** The law of the city and state where project is located shall govern this Agreement.
- B.** BNIM shall exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices (as appropriate) in BNIM's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

- C.** In no event will BNIM be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, extended overhead or equipment costs, claims by purchasers or customers of Client, or governmental fines or penalties.
- D.** Client acknowledges that BNIM has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
- E.** Client may terminate BNIM's services in writing at any time upon five (5) day's written notice and pay only for the hours worked and expenses incurred to the date BNIM receives Client's termination letter. Services may also be terminated by BNIM upon five (5) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the Client including, but not limited to, non-payment of BNIM's invoice. If so terminated, Client shall pay BNIM all amounts due for services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by BNIM in terminating the services and any outstanding invoices and interest.

F. In the event a dispute shall arise between the parties to this contract in excess of \$5,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediator, jointly selected, and shall be held in the location of the BNIM office this Agreement generated from. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.

G. Client hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the city and state where this project is located any action or proceeding arising out of or related to this Agreement and Client further agrees and warrants that Client shall not bring any such action or proceeding in any other court, or seek to remove such action or proceeding to any other court. Client agrees and consents that service of process by registered or certified mails shall be sufficient to obtain jurisdiction.

H. These Terms and Conditions contain the entire agreement between BNIM and Client relative to the Scope of Services

herein. All previous or contemporaneous agreements, representations, promises and conditions relating to BNIM's services described herein are superseded.

I. 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.

J. 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. Additional meetings and reviews not provided in the project scopes of work shall be subject to Client approval and Additional Service compensation.

County, and compliance with all reasonable directives issued by the County. Additional meetings and coordination not provided in the project scopes of work shall be subject to Client approval and Additional Service compensation.

- K. Accuracy of the Work.** The Architect shall, as is consistent with the generally accepted standard of professional skill and care, be responsible for the accuracy of its services and shall promptly make necessary revisions or corrections resulting from negligent 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 correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give reasonably prompt attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
- L. 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 reasonably 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

- M. Ownership of Documents.** Plans, electronic data, and maps and specifications prepared under this Agreement shall, provided the Architect has been fully paid for services rendered, be delivered to and become the property of the County upon termination or completion of work, for use solely in connection with the Project for which they were generated. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. The County recognizes that data, plans, specifications, reports, document or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the County are for informational purposes only and are not intended as an end-product. The Architect makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. If the County incorporates any portion of the work into a project other than

that for which it was performed, such use shall be at the County's sole risk and without liability to the Architect and the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use.

N. 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.

O. 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.

P. Compliance with Laws. The Architect shall, as is consistent with generally accepted standard of professional skill and care, keep itself informed of applicable existing and current regulations of the County, State, and Federal laws which may limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall, as is consistent with generally accepted standard of professional skill and care, observe and comply with applicable ordinances, laws, and regulations. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

Q. 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 sub-consultants. The Architect will comply with Title VI of the Civil Rights Act of 1964, as amended. 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 sub-consultant 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.

- Q. Independent Consultant.** The Architect shall work as an independent consultant and not as an employee of the County. The Architect shall be subject to the direction of the 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.
- R. 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.
- S. 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.
- T. Safety Requirements.** Architect shall make reasonable effort to perform the Services in a manner complying with 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 solely for the safety of its own employees at all times during the performance of any Request for Services. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Architect for jobsite issues, programs, or precautions of anyone but its own employees for whom it is legally responsible.
- U. Purchase Order.** 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.
- V. Agreed Remedy.** To the fullest extent permitted by law, the

total liability, in the aggregate, of the Consultant and Consultant's officers, directors, employees, agents and consultants to the County and anyone claiming by, through or under the County, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$2,000,000, whichever is greater.

**W. Waiver of Consequential Damages.** Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

**X. Certifications.** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in

Consultant having to certify, guarantee, or warrant the existence of conditions that the Consultant cannot ascertain.

**Y. Constructions Phase Services.** If the Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over any contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the Contract Documents. Consultant does have responsibility to report to the County any known or suspected deficiencies in the work, methods or final product(s) on the part of the contractor.

**VI. Insurance and Indemnification**  
Architect shall procure and maintain in effect throughout duration of the contract insurance coverages not less than the types and amounts specified in this section.

All sub-consultants of the Architect are required to carry the same coverages and limits as the Architect. All liability policies required, except Professional Liability as indicated below, are to be written on an "occurrence" basis unless

a different agreement, in writing, is made with the County.

**A. Professional Liability**

The Consultant shall secure Professional Liability insurance coverage with limits of ~~\$2,000,000~~ each claim/\$2,000,000 aggregate. The County understands that it cannot be a named insured on this coverage and that it is available only in a "claims made" form.

**B. Commercial General Liability**

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 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 Medical Expense (any one person).

**C. 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.

**D. Workers Compensation and Employers Liability Coverage**

Consultant 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:  
\$1,000,000 each incident  
\$1,000,000 disease-each employee  
\$1,000,000 disease-policy limit

**E. Additional Insured and 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 Finance and 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; Consultant must supply the Director with current Certificate(s) (on any coverages mentioned above) thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Consultant's insurance policies for verification of coverage's.

**F. 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.

**G. Failure to Maintain Insurance Coverage**

Regardless of any approval by Jackson County, it is the responsibility of the Consultant 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. In the event of Consultant's failure to maintain the required insurance in effect, the County may order Consultant 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.

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**Fee Details**

All Compensation to be in US Dollars net of tax

**Reimbursable Expenses**

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges
- e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

**Local Tax**

Sales, excise, and/or other local tax ("Local Taxes") will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

**HOURLY RATE SCHEDULE - \$ per hour**

**Core Rates**

Principal	190
Department Director	160-170
Senior PM / Engineer / Designer	160
Lead PM / Engineer / Designer	140
Engineer / Designer III	130
Engineer / Designer II	115
Engineer / Designer I	105
Site Observation Specialist	100-105
BIM/CADD Technician	80-85
Administrative Specialist	80-85

**Special Rates**

Senior Fire Code Consultant	165
Fire Code Consultant	145
Senior Broadcast Designer	165
Senior / Lead Acoustical Consultant	140-160
Acoustical Consultant	105-120
Senior Architectural Lighting Designer	120-150
Architectural Lighting Designer	105-110
Construction Manager	140
Electrical Systems / Eng. Manager	140
Commissioning Manager / Agent	130
Commissioning Technician	105-115
Estimator	130
Certified Energy Manager	130
Project Developer / Coordinator	105

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**FP&C CONSULTANTS KC, LLC  
SCHEDULE OF HOURLY FEES**

**Hourly Rate Schedule Effective 01/01/2019**

<b><u>Position</u></b>	<b><u>Hourly Labor Rate</u></b>
Project Manager	\$175.00
Code Consultant	\$175.00
Engineer	\$175.00
Associate	\$155.00
Technician	\$110.00
Junior Associate	\$75.00
CAD Designer	\$75.00
Administrative	No Charge

# WALTER P MOORE

**Schedule RS1**

**BILLING RATE SCHEDULE**

Structures Group - 2019 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$340.00
Principal.....	\$260.00
Senior Project Manager.....	\$260.00
Senior Consultant.....	\$250.00
Design Manager.....	\$200.00
Specialty Structures Engineer.....	\$200.00
Project Manager.....	\$180.00
Senior Engineer.....	\$160.00
Engineer.....	\$140.00
Graduate Engineer.....	\$120.00
Senior Field Representative.....	\$100.00
Intern Engineer.....	\$80.00
Senior Technical Designer.....	\$180.00
Technical Designer.....	\$140.00
Construction Technical Designer.....	\$130.00
Graduate Technical Designer.....	\$110.00
Senior Technical Modeler.....	\$130.00
Technical Modeler.....	\$100.00
Project Accountant.....	\$120.00
Senior Administrative Assistant.....	\$100.00
Administrative Assistant.....	\$80.00
Senior Parking Consultant.....	\$200.00
Parking Consultant.....	\$160.00
Senior Parking Designer.....	\$120.00
Parking Technical Designer.....	\$110.00
Enclosure Technical Design Director.....	\$300.00
Enclosure Senior Technical Designer.....	\$200.00
Enclosure Technical Designer.....	\$150.00
Enclosure Graduate Technical Designer.....	\$130.00

**Notes:**

1. These billing rates are effective January 1, 2019 through December 31, 2019.
2. Rates for services provided after December 31, 2019 may be adjusted by 4% annually.