

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this 31 day of Jan, 2012 by and between the County of Jackson, Missouri hereinafter referred to as "County" and Piper-Wind Architects, Inc., hereinafter referred to as "Architect" or "Consultant".

WITNESSETH:

WHEREAS, County requires design architectural services in connection with the following improvement: Renovation of Historic Truman Courthouse, Project No. 3147, hereinafter referred to as "the Work" or "the Project"; 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.

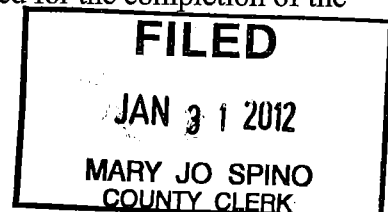
ARTICLE II - ADDITIONAL SERVICES:

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:

1. The County will acquire all necessary access for Architect or its sub-consultants to perform inspections, and other services associated with the Project.
2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the Project.



3. Submittals will be made to the Public Works Development Division for permits.
4. Review and approval of each Consultant's submittal, by the County, shall constitute acceptance of the design issues used to develop the proposal plan to that stage. In addition, approval of each submittal stage will constitute authorization to proceed with additional design based on approved issues. Changes requested by the County to approved issues will constitute additional services to be negotiated.
5. All submittal fees associated with the Project, including but not limited to, government review fees, will be paid for by the County or by the Consultant as a reimbursable expense to the Project.

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, an Addendum 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 Addendum.

#### 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 its 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 its 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.
5. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by the County.

#### ARTICLE V - PERIOD OF SERVICE:

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 Consultant acknowledges the importance of maintaining a project schedule that is suitable to the County. As such, the Consultant will endeavor to comply with the proposed schedule as agreed upon with the County. However, the County recognizes that the Consultant's performance must be governed by sound professional practices. 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 it 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:

All plans, specifications, and other documents shall reflect the name and seal of the Professional Consultant who prepared such plans, specifications and/or documents.

## ARTICLE X - STANDARD OF CARE

Architect/Consultant shall perform the services in accordance with the standards of care and diligence normally practiced by architectural/consulting firms performing services of a similar nature, in the same locality, at the same site and under the same or similar circumstances and conditions. The Architect/Consultant makes no other representation or warranties, whether expressed or implied, with respect to the services rendered hereunder. If, during the two year period following the earlier of completion or termination of the Architect's Services, 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, 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 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.

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 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 County, and compliance with all reasonable directives issued by the County.
  
5. 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.
  
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.

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, 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.

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 days 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 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.

10. 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.

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. 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.
15. 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.
16. 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.
17. 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.

18. Dispute Resolution. Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive the completion or termination of this Agreement, but under no circumstances shall either party call for mediation on any claim or dispute arising out of this agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
19. 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.
20. Construction Phases 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.

#### ARTICLE XII - 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 subconsultants 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.



**1. 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.

**2. 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).

**3. 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.

**4. 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                            \$500,000 each accident
- \$500,000 Disease-each employee
- \$500,000 Disease-Policy limit

**5. 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 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 coverage's 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.

#### **6. 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.

#### **7. 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.

#### **8. INDEMNIFICATION**

The Architect agrees to indemnify and save harmless the County, against damages to property, structures and utilities together with damages arising out of personal injury, including accidental death, to the extent caused by Architect's negligent acts or the negligent acts of the Architect's sub-consultants or employees for whom the Consultant is legally responsible, in the performance of work under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

#### **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 Not-To-Exceed fee of **\$425,678.75** 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, 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. Invoices are to be submitted on a monthly basis.

#### ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Attachment A – Architect's Proposal, including tasks, project schedule, and fee breakdown

Attachment B – Detailed Fee Proposal

Attachment C – Schedule of Sub-Consultants

IN WITNESS WHEREOF, Jackson County, Missouri and the Consultant have caused these presents to be executed in their behalf by their duly authorized agents.

Approved by:

Michael D. Sanders  
County Executive

Recommended by:

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

Approved to form this 31 day of Jan., 20 12

W. Stephen Nifan  
County Counselor

ATTEST:  
Marcia Pines  
CLERK OF COUNTY LEGISLATURE

By: [Signature]  
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 \$425,678.75 which is hereby authorized.

January 31, 2012 [Signature]  
Date Finance Director

FMS Agreement Number 51012012005

Account Code 001 - 5101 - 56080

Tax ID # \_\_\_\_\_

PIPER-WIND ARCHITECTS, Inc.

2121 Central, Suite 143  
Kansas City, Missouri 64108  
phone (816) 474-3050  
fax (816) 474-3051

January 11, 2012

Mr. Jerry Page, P.E., Director  
Jackson County Public Works Department  
303 W. Walnut St.  
Independence, MO 64050  
c/o Mr. John McClernon, Project Manager

**RE: Revised Proposal for Architectural, Engineering and Related Design Consulting Services  
Jackson County Historic Truman Courthouse Renovation Project – Phases One and Two  
Jackson County Project Number 3147**

Dear Mr. Page:

On behalf of the entire project team, I want to express our excitement upon receiving notice of our selection for the Truman Courthouse Renovation project. We are all absolutely thrilled and look forward to a very rewarding experience assisting the Jackson County Public Works Department making this an outstanding project.

As requested subsequent to our initial proposal for Phase One Services, we have assembled this proposed scope of services and related fees for use as an attachment to the County's contract form for both the Phase One and Phase Two scopes of work.

**Project Understanding:**

It is our understanding that the renovation to the Historic Truman Courthouse will include a combination of interior restoration and interior remodeling to modernize and accommodate current Jackson County services, office uses, and limited tourism activities. We understand that the exterior of the Truman Courthouse was recently restored to its 1933 condition, is on the National Register of Historic Places and lies within the downtown, Independence, National Historic District. The Courthouse currently houses the Jackson County Historical Society, but we understand that they will move out and that the building will be unoccupied during renovations.

The purpose of the remodel/renovation is to create functional space to accommodate County Services and related general offices – specifically the Assessor's, Collector's, and Recorder's offices - some presence on the first floor for a City of Independence Visitor and Tourist Bureau, as well as space for the Jackson County Historical Society. We also understand that Jackson County Administration may have some presence in the building. We understand the basic scope of the renovation project to be as follows:

**First Floor:** Generally, all of the first floor office spaces, except for the Truman Courtroom. This has been renovated and no additional improvements are envisioned except for upgrades to the HVAC systems. However, we would like to suggest further study of the office / administrative support area next to the courtroom.

**Second Floor:** Generally, all of the second floor office spaces, including the Brady Courtroom, which has not been restored. There is no identified use for the Brady Courtroom, so the focus at this time will be on its

preservation and implementation of necessary related infrastructure improvements. The woodwork in and around the hallway outside the Brady Courtroom will be retained and restored.

**Hallways and Stairs:** All hallways and stairways need to be restored. Much of them are intact with minimal damage to walls and floors. Light fixtures should be made consistent in each hallway with replacement globes that appear to be available in the basement storage. There are a few areas of severe ceiling damage where plaster work needs to be repaired and/or replaced.

**Restroom Plumbing and Accessible Facilities:** These need to be updated with appropriate fixtures and finishes. The supply plumbing needs carefully considered and probably to be replaced. Accessible facilities need to be added on each of the two floors. Care needs to be taken to replicate floor and wall details as appropriate for the reuse.

**Mechanical Systems:** Add new cooling system needs to be added to the entire courthouse. Care must be taken for the selection of the system, location of equipment and the routing of the piping and ductwork. These should all be a non-invasive as possible while providing the maximum amount of comfort for office staff and public visitors alike.

**Building Security:** Security systems such as intrusion detection, security screening, surveillance cameras, and alarms need to be evaluated as part of a completed system. This will be done with appropriate Jackson County security officials and with any of their current supplier / vendors.

**Elevator:** One of the most significant elements (and important to get right) is the inclusion of an elevator for access to the second floor. Care must be given to the various options as to its location with the appropriate review and approval from the State Historical Society since it is a listed property as well as Jackson County officials. Our initial thoughts would suggest that the elevator must be internal to the building in a location that is almost "invisible" while being convenient, and easy for the public to reach. Existing structural framing will and ease of demolition will impact the location as well as the building's foundation system. Initial analysis suggests a location for the elevator that can extend to one wing of the basement level.

**Environmental Hazards:** An environmental study must be done to analyze the presence and extent of environmental hazards. A study conducted by one of the sub-consultants, will inspect the building for mold, asbestos, lead and other environmental hazards. It is our understanding that a prior environmental study identified quantities of lead – in particular lead based paint – but did not go into much detail on mold and asbestos.

In addition to these fundamental programmatic goals, we understand that the project shall be designed to implement, where practical, sustainable design components. LEED certification, however, will not be pursued nor is part of this scope of work.

The County will provide access to all public information available. The County will provide project management. All correspondence will be routed through the County's Project Manager, unless otherwise approved by the Project Manager. Design will be managed by Public Works staff, with review and input provided by other Administrative representatives.

### **Proposed Scope of Work**

It is our understanding that the County is requiring Architecture and Engineering services for providing pre-design research and investigation services, programming and space allocation analysis, schematic design, design development, construction documents and related construction administration services. The Historic Truman Courthouse project has had no concept plans developed as of yet.

Disciplines involved include: architectural, structural, mechanical, electrical and plumbing engineering, environmental engineering (hazardous materials assessment), historic preservation consultant, elevator consultant, fire protection/life safety and code consultant and cost estimating consultant.

*Additional disciplines such as civil engineering, landscape design, audio-visual and acoustical consultants have not been included in this proposal, but may be added if the scope of the project warrants their involvement as an additional service to the contract.*

This professional service proposal has been broken out in two phases. Phase One includes all pre-design research, programming and planning services as well as schematic design services. These services will include architectural programming, environment assessment, site investigations for all disciplines, space allocation studies and the conceptual design of space layouts and alternative building systems.

Phase Two includes Final Design, Bidding, Permitting and Construction Documents, as well as Construction Administration Services. Phase Two also includes the preparation of the Environmental Remediation Plan. If it is desired to include the environmental remediation plan ahead of the other Phase Two scopes, the fees have been identified in the attached consultant's proposal (PSI) to do so.

Design Development for the Mechanical, Electrical, and Plumbing Design and Engineering scopes of work are included in Phase Two after a specific mechanical system has been selected.

Optional services have been identified as indicated for certain Mechanical and Fire Protection upgrades that may or may not be desired by the County, as well as certain environmental oversight and testing during the hazardous materials abatement process.

### **Key Issues**

There are several key issues that the team will focus on as the project's conceptual design unfolds. They are as follows:

1. Elevator: Determine best and most feasible location for installing an elevator.
2. Accessible Restrooms: Determine quantity and location for providing accessible restrooms on each of the two floors.
3. Upgrade of the existing restrooms: Determine new layout, fixtures, wall and trim details for the renovation of the existing restrooms, routing of plumbing and ventilation.
4. Brady Courtroom preservation and infrastructure requirements.
5. Cooling system upgrade: Determine location and routing of new equipment. Location and appearance of any new air grilles. Survey condition of existing heating system and make recommendations for modifications as necessary. Consider four pipe heating and cooling system as one option that will utilize existing, fairly new, boiler as a way of minimizing needs for new duct runs.

6. Existing office space: Review of non-historic conditions of the existing office areas and determine extent of selective demolition. Care will be given to not remove any existing historic fabric that is significant to the restoration of the office areas. Wall, trim, door, hardware, light fixture details – as well as specialty items (such as vault doors) shall be studied for possible reuse.
7. Public Areas: All of the hallways, staircases, second floor Brady Courtroom shall be documented and inventoried both graphically and pictorially so that the condition of the important character defining features of the interior are understood. Woodwork, door and window trim, crown and base mold, wainscot, etc. will be recorded and recommended for restoration. Light fixtures will be restored.
8. Jackson County Historical Society Space: Care should be given in consideration of the re-location of the Historical Society relative to other planning goals, as well as their storage needs, if any.

The team will assess the interior space and features of the Courthouse, ranking them according to the amount of public access and the amount of the historic fabric that is retained. The renovation plan will strategically endeavor to preserve the historic character of the most-public spaces in the courthouse (such as the Brady Court Room, the Lobby, and the corridors), while accommodating the necessary infrastructure improvements in the more-private parts of the building.

The analysis and resultant design will utilize the Secretary of the Interior's Standards for Rehabilitation as a guide to ensure that the building is updated without adversely affecting its significant elements. The higher standard of Preservation will be considered for the treatment of the Brady Court Room, while other areas will utilize the Standards set forth for Rehabilitation and Renovation.

### **Proposed Scope of Services**

The project's scope of services will consist of the following phases.

#### **Phase One**

Phase One Pre-Design and Conceptual Design Services will include architectural programming, environment assessment and the preparation of the remediation plan, site investigations related to all disciplines, as well as conceptual design of space layouts and building systems as outlined below:

1. Pre-Design Services:
  - a. Conduct a series of pre-design programming meetings with the owner and users to establish an understanding of the project and develop an architectural program;
  - b. Establish a design schedule for all phases of work;
  - c. Site investigation and as-built condition verification of the existing building, including Environmental Site Assessment of areas to be remodeled;
  - d. Develop space allocation studies;
  - e. Presentation of information.
2. Schematic Design Services:
  - a. Develop space plans for the building that implements the requirements of the Architectural program, given the approved space locations for each user;
  - b. Coordinate with the County's codes department and implement comments;
  - c. Develop Schematic Design document package including:



- i. Building footprint with interior layout options
- ii. Project plans will be generated on 22"x34" sheets, with the anticipation that they will be bid with half-size (11"x17") drawings.
- d. Construction Cost Estimate; and,
- e. Presentation of information

## Phase Two

The A/E team will be responsible for preparation of drawings and technical specifications required for bidding, permitting and construction of the project. Work shall be designed in accordance with current local Building Codes and other applicable ordinances and municipal, state and federal regulatory requirements.

- 3. Design Development Services:
  - a. Continue the development of the schematic phase documents adding additional detail for the selected design option.
  - b. Coordinate with County codes department and implement comments
  - c. Prepare finish materials and present to the owner and user groups.
  - d. Draft specifications including cut sheets of products and equipment for review.
  - e. Construction Cost Estimate
  - f. Presentation of information
- 4. Construction Documents:
  - a. Coordinated construction documents (drawings and Technical Specifications) for each discipline and formatted to allow for permitting and bidding the project.
  - b. Sign and Seal drawings and specifications
  - c. Final Construction Cost Estimate
  - d. Renderings of design
- 5. Bidding:
  - a. Attend Pre-Bid meeting
  - b. Supply sets of bidding documents
  - c. Respond to bidder questions and prepare addendums as necessary
  - d. Recommend award of General Contractor
- 6. Construction Administration Services:
  - a. Attend pre-construction and construction progress meetings
  - b. Make regular visits during construction to monitor progress, troubleshoot, etc.
  - c. Respond to Request for information and questions from the contractor
  - d. Prepare Architects supplemental instructions as necessary
  - e. Review and approve shop drawings and submittals
  - f. Certify pay applications / progress payments
- 7. Project Close-out Services

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- a. Prepare a detailed punch list upon substantial completion
- b. Review and approve O&M manuals
- c. Prepare final As-Built plans.

Further breakdown as to the activities involved in both the Phase One and Phase Two Scope of Services is included in the attached PWA Labor Summary and Sub-Consultants' proposals.

### **Proposed Project Team**

As stated, disciplines involved in the Phase One efforts include: architectural, structural, mechanical, electrical and plumbing engineering, environmental engineering (hazardous materials assessment), historic preservation, elevator consultant, fire protection/life safety and building code consultant and cost estimating.

*Additional disciplines such as civil engineering, landscape design, audio-visual and acoustical consultants, among others may be added as an additional service if the scope of project warrants their involvement.*

Team members proposed are as follows:

#### **1. Piper-Wind Architects, Inc. - Prime Architect Consultant and Interior Design**

*Piper-Wind Architects, Inc. (PWA) will serve as Prime Consultant and perform responsibilities related to architectural and interior design services in collaboration with the consultants which they have selected for this project. PWA will work with Rosin Preservation LLC in each phase of design and implementation.*

#### **2. Rosin Preservation - Historic Design Consultant and Preservation Planning**

*Rosin Preservation LLC (RP) will serve as a sub-consultant to PWA and perform responsibilities related to preservation planning and historic resource design review. RP will work closely with the County and with PWA in establishing the appropriate design solutions. They will assist PWA in determining the non-historic elements to remove from the interiors (the office areas, for instance) as well as the historic elements to restore and/or enhance. Additionally, Rosin Preservation will coordinate an historic paint analysis for the building.*

#### **3. Lankford Engineering - Mechanical, Electrical, and Plumbing Engineering**

*Lankford Engineering will serve as a sub-consultant to PWA and perform responsibilities related to mechanical, electrical, and plumbing engineering services in collaboration with the rest of the consultant team. They will also take a lead role in the selection of lighting fixtures, however, working with PWA and Rosin Preservation LLC (RP), as well as the implementation of sustainable design into their engineering. New restroom plumbing and piping, for instance, as well as the new mechanical system will be developed in coordination with the PWA / RP team members. Lankford will prepare an analysis of two mechanical systems as part of Phase One – utilizing the existing heating system and supplementing it with a new cooling system, and a new four pipe heating and cooling system utilizing the existing boiler system. Once the costs and benefits of both systems have been evaluated at the end of Phase One, one system will be selected for them to continue developing in Phase Two. The additional fee for them to develop the anticipated more expensive system is included as an option in this proposal.*

#### **4. Bob D. Campbell and Associates - Structural Engineering**

*Bob D. Campbell and Associates (BDC) will serve as a sub-consultant to PWA and perform responsibilities related to structural engineering services in collaboration with the rest of the consultant team. They will be involved, in particular in the location and design of the structural retrofit for the new elevator in collaboration with Lerch Bates, PWA and RP, as well as structural evaluation of modifications required due to the mechanical, electrical, and plumbing upgrades. Additionally, BDC will provide on an as-need basis an evaluation of the existing structure to accommodate heavier or unique loading requirements such as high density storage on an hourly basis and an allowance has been provided for that purpose.*

**5. FP&C Consultants - Fire Protection, Life Safety and Code Consulting**

*FP&C Consultants will serve as a sub-consultant to PWA and perform responsibilities related to Fire Protection, Building Life Safety and Code Consulting. FP&C will work with PWA to determine what systems are deficient in the building and determine the least invasive locations for the running of any new systems. Fire Suppression, Fire Alarm and Egress systems will be the areas of their greatest focus. FP&C will perform an analysis of the building's fire protection (alarm and sprinklers) systems as well as a building and life safety code review as part of the Phase One scope of work. Their services for final design engineering and related construction administration services has been included as optional services depending upon which approach is selected, if any.*

**6. Lerch Bates - Elevator (vertical transportation) Consultant**

*Lerch Bates, Inc. (LBI) will serve as a sub-consultant to PWA and perform responsibilities related to the programming, design and specifications of the new elevator. This is a particularly important element to the interior remodeling project and they will work with PWA and RP to develop a design that is least invasive in the historic structure and its interiors. This includes the possibility of the design of a custom elevator hoistway and cab that would meet code, accessibility and functional needs while working best within the existing structure.*

**7. PSI - Environmental Consultant and Industrial Hygiene**

*PSI will serve as a sub-consultant to PWA and perform responsibilities related to the assessment and specifications for the abatement of environmental hazards in the historic courthouse structure. Their team of environmental engineers and industrial hygienists will perform the assessment for lead, mold and asbestos, among other hazards. They will work closely with Jackson County and PWA to develop the proper abatement program and schedule for implementation. Their services for abatement oversight and air monitoring has been listed as an optional service, which will depend upon the actual duration required for the abatement program, and a allowance has been identified for those services.*

**8. Construction Management Resources, Inc. (CMR) - Cost Estimating**

*Construction Management Resources, Inc. (CMR) will serve as a sub-consultant to PWA and perform responsibilities related to cost estimating for the project. They will be preparing cost estimates throughout the design and documentation process from the concept stage through final document preparation. They will also be engaged during the construction of the project on an as needed basis. An allowance has been included for CMR to evaluate cost proposals submitted by the Contractor for either Contractor or Owner initiated change order requests.*

**9. Continental Consulting Engineers - Civil Engineering, Landscape Architecture**

*Continental Consultant Engineers, Inc. (CCE) will serve as a sub-consultant to PWA on an as-needed basis and perform responsibilities related to civil engineering and landscape architecture. Their role will include site civil, utility, public infrastructure design and/or upgrades as well as related landscape design. Any sustainable design features that are pertinent to the historic courthouse project will be implemented by CCE.*

**10. Acoustical Design Group - Audio Visual, Sound Systems, Acoustical Consulting**

*Acoustical Design Group (ADG) will serve as a sub-consultant to PWA on an as-needed basis and perform responsibilities related to the programming and design of sound and audio-visual systems for the building as well as perform acoustical analysis and provide design and specification recommendations enhanced acoustical performance of the building as needed. Public hallways to office space, the historic courtroom spaces, and a potential Visitor Center may be areas of emphasis.*

*Please note that, although included on this team for selection, no scope has been identified that requires the use of the Continental Consulting Engineers or Acoustical Design Group. Any work related to the disciplines listed under paragraphs 9 and 10 above would be completed as an additional service to the contract.*

## Schedule

Piper-Wind Architects, Inc. can begin work immediately upon the receipt of Notice to Proceed. A construction completion date will depend largely upon funding, the build-out of the facility, the building permit review process, and the schedule determined by the General Contractor selected for this project. This being said, we will give this project top priority, work diligently, and make every effort to expedite the process.

The following is our preliminary proposal for a project schedule.

### Phase One

1. Pre-Design Services: *(four weeks + County review time)*
  - a. *Pre-design Programming Workshop*
  - b. *Site investigation, As-built condition verification*
  - c. *Environmental Site Assessment*
  - d. *Structural verification of Floor Expansion*
  - e. *Presentation*
2. Schematic Design Services: *(four weeks+ County review time)*
  - a. *Space Plan Options*
  - b. *County's Codes Department Review*
  - c. *Schematic Design Document Package*
  - d. *Outline specifications / cut sheets*
  - e. *Construction Cost Estimate*
  - f. *Presentation*

### Phase Two

3. Design Development: *(four weeks+ County review time)*
  - a. *Development of the Schematic Phase Documents*
  - b. *County Codes Department Review*
  - c. *Finish Materials Selection / Presentation*
  - d. *Draft specifications*
  - e. *Construction Cost Estimate*
  - f. *Presentation of information*
4. Construction Documents: *(twelve weeks+ County review time)*
  - a. *Final Construction Documents (Drawings and Technical Specifications)*
  - b. *Interim CD Reviews – 50% and 95% w/ cost estimate updated*
  - c. *Final Construction Cost Estimate*
  - d. *Final Renderings*
5. Bidding and Negotiation: *(four weeks+ County contracting)*
  - a. *Pre-Bid meeting*
  - b. *Bid Period*
  - c. *Bid Award*
6. Construction Period: *(11 months – 3 for abatement and demolition, 8 for general construction)*
  - a. *Pre-construction Meeting / Bi-Weekly Progress Meetings*

- b. Shop Drawings and Submittal Review
  - c. Clarifications and Supplemental Instructions / Design
  - d. Processing of Change Order Requests
  - e. Review of Payment Applications
7. Project Close-out Service: (four weeks)
- a. Substantial Completion Review
  - b. Generation of Punch List and Back-Punch Review for Compliance
  - c. Preparation of Record Documents
  - d. Close-Out Document Collection, Review and Delivery to Owner

Fees related to the construction administration process are contingent upon an eleven month total (phased) construction process as indicated above, plus a four week project close-out process.

**Compensation:**

Piper-Wind Architects agrees to perform the work on a not-to-exceed basis as indicated below. Services will be invoiced monthly for work provided according to the percentage of completion of each phase.

	Phase One	Phase Two	Total
<b>Basic Services:</b>			
Lankford and Associates (MEP)	\$13,455	\$61,445***	\$74,900***
Bob D. Campbell (Structural)	\$4,650*	\$7,500*	\$12,150*
CMR (Cost Consultants)	\$3,750*	\$16,200*,**	\$19,950*,**
Piper-Wind Architects, Inc.	\$54,240*	\$152,585*	\$206,825*
Sub-total	\$76,095	\$237,730	\$313,825
<b>Specialty Design Services:</b>			
Rosin Preservation	\$8,925*	\$500*	\$9,425*
FPC (Code and Fire Protection)	\$7,600	\$0***	\$7,600***
PSI (Environmental)	\$6,450	\$6,950***	\$13,400***
Lerch Bates (Elevator)	\$2,100	\$2,800	\$4,900
Sub-total	\$25,075	\$10,250***	\$35,325***
<b>Sub-total Fees</b>	<b>\$101,170</b>	<b>\$247,980</b>	<b>\$349,150</b>

*Notes:*

\* these consultants are working on an hourly not-to-exceed basis

\*\* includes an allowance for estimating change orders during construction

\*\*\*see optional services listed below and consultants' proposals for more specific information

**Reimbursable Expenses:**

Reimbursement is expected for plotting and printing, photocopies, postage and delivery service, photo-processing, long-distance communications, out-of town travel and sustenance, etc. related to the project. Local transportation will be charged at a rate of .55 cents per mile. These expenses are invoiced in addition to our fees and will be billed at cost plus 5% for handling.

	Phase One	Phase Two	Total
<b>Expenses:</b>			
PWA Consultant Markup Allowance	\$2,346.50	\$4,770.00	\$7,116.50
Reimbursable Expense Allowance	\$2,529.25	\$6,200.00	\$8,729.25
<b>Sub-total Expenses:</b>	<b>\$4,875.75</b>	<b>\$10,970.00</b>	<b>\$15,845.75</b>

Proposal for A/E and Related Design Services  
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	<b>Phase Two</b>
<b>Optional Services (Phase Two):</b>	
Option One (Four Pipe Mechanical System):	\$14,800
Option Two (Fire Alarm Upgrades):	\$9,150
Option Three (Fire Suppression Upgrades):	\$7,700
Option Four (In lieu of Options Two and Three, Both Fire Alarm and Suppression Upgrades):	\$14,050*
<u>Option Five (Allowance for Abatement Oversight and Post-Abatement Air Monitoring):</u>	<u>\$27,600</u>
<b>Sub-total Fees for Optional Services:</b>	<b>\$56,450</b>
PWA Consultant Markup Allowance for Optional Services:	\$2,822.25
<u>Reimbursable Expense Allowance for Optional Services:</u>	<u>\$1,410.75</u>
<b>Sub-total Fees plus Expenses for Optional Services:</b>	<b>\$60,683.00</b>
<i>*Option Four is in lieu of Options Two and Three</i>	
<b>Total Fee plus Expenses with Optional Services:</b>	<b><u>\$425,678.75</u></b>

**Hourly Rates:** Current hourly rates for PWA's services are as follows:

Principal Architect:	\$145/hour	Project Architect Level II:	\$100/hour
Senior Project Manager:	\$125/hour	Project Architect Level I:	\$95/hour
Project Manager:	\$110/hour	Intern Architect Level III:	\$90/hour
Job Captain:	\$105/hour	Intern Architect Level II:	\$85/hour
Project Architect Level III:	\$105/hour	Intern Architect level I:	\$80/hour

The rates above will be adjusted annually. Modifications to the above rates may be made periodically to reflect changes in staffing at Piper-Wind Architects that may occur throughout the year. Current hourly rates for sub-consultants who are working on an hourly, not-to-exceed basis are as indicated in the attached sub-consultant proposals.

**Cost Estimate Disclaimer:** Since Piper-Wind Architects, Inc. has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, any estimates of construction costs are made on the basis of experience and qualifications. These opinions represent judgment as a design professional familiar with the construction industry. However, Piper-Wind Architects, Inc. cannot and does not guarantee that proposals, bids or the construction cost will not vary from any construction cost estimate performed by PWA or others as part of this project.

**Terms and Conditions:** All other terms and conditions as expressed and mutually agreed upon in the *Agreement for Professional Architectural Design Services* of which this Scope of Services serves as an attachment.

Thank you again for the opportunity to work with you on this project.

Sincerely,  
**Piper-Wind Architects, Inc.**

Eric J. Piper, AIA, Principal

**PIPER-WIND ARCHITECTS, INC. WORK PROPOSED**

Task	Project Principal	Project Manager	Job Captain	Intern Architect													Total Hrs/ Task	Cost/ Task
<b>PREDESIGN - RESEARCH AND INVESTIGATION</b>																		
Draw AutoCADD Base Plans from Original Construction Drawings	1.00		40.00														41.00	\$4,345.00
Field Verify Existing Floor and Ceiling Dimensions and Layouts	1.00		40.00														41.00	\$4,345.00
Revise Base Plans per Field Verifications	1.00		16.00														17.00	\$1,825.00
Assess Condition of Cupola and Clock	4.00	4.00															8.00	\$1,040.00
Assess Location and Condition of Exterior Lighting / Electrical Outlet Locations	2.00																2.00	\$290.00
Coordinate Historic Preservation Analysis	4.00																4.00	\$580.00
Coordinate Environmental Study	4.00																4.00	\$580.00
Coordinate Fire Protection, Life Safety and Building Code Analysis	4.00																4.00	\$580.00
Coordinate Mechanical Systems Strategy	8.00																8.00	\$1,160.00
Coordinate Elect. / Lighting Strategy	4.00																4.00	\$580.00
Coordinate Structural Review / Analysis	2.00																2.00	\$290.00
Coordinate Elevator Consultant Review	2.00																2.00	\$290.00
Prepare Draft Analysis Report	1.00	4.00															5.00	\$605.00
<b>PREDESIGN- PROGRAMMING AND PLANNING</b>																		
Initial Programming Meeting with Client	2.00	2.00	2.00														6.00	\$730.00
Program Surveys for Tenant Departments	1.00	3.00															4.00	\$490.00
Programming Interviews w/ Tenants - (assume seven total 90 min each)	16.00		16.00														32.00	\$4,000.00
Existing Space and Furnishings Review of Count Tenants	2.50		4.00														6.50	\$782.50
Program Space Summaries - Seven Tenants	1.50		7.00														8.50	\$952.50
Preliminary Building Space Summary and Bathroom Fixture Count	0.50	2.00															2.50	\$302.50
Preliminary Tenant Space Plan Options Diagrams	4.00		16.00														20.00	\$2,260.00
Preliminary Bathroom Additions and Accessibility Modifications Design	4.00		16.00														20.00	\$2,260.00
Preliminary Elevator Layout	2.00		4.00														6.00	\$710.00
Meetings with County Codes Admin. / City Code and Fire Marshall (assume 3 mtgs)	6.00	6.00															12.00	\$1,560.00
Meeting with County IT and Security Staff	2.00	2.00															4.00	\$520.00
Interim Review Meeting with Client and Tenant Agencies (7 meetings)	16.00		16.00														32.00	\$4,000.00
Meeting Minutes	1.00		2.50														3.50	\$407.50
<b>SCHEMATIC DESIGN</b>																		
Meeting with State Historical Preservation Office regarding proposed Preservation Strategy	6.00																6.00	\$870.00
Meeting with other Stakeholders per Client's Request (assume three meetings)	6.00	6.00															12.00	\$1,560.00
Coordinate Revisions to Consultants' Studies (Historic, MEP, Structural, Fire and Life Safety, Environmental, Elevator)	12.00																12.00	\$1,740.00
Revisions / Refinements to Preliminary Space Plan Options	4.00		12.00														16.00	\$1,840.00
Develop Scope Delineation / Description for Cost Estimator	1.00	4.00	4.00														9.00	\$1,025.00
Facilitate Scope Clarifications of Consultant's work with Cost Estimator	1.00	4.00															5.00	\$605.00

**Professional Services Fee Proposal - Piper-Wind Architects, Inc.  
Jackson County Historic Truman Courthouse Renovation Phase 1**

**ATTACHMENT B**

Review Initial Cost Estimate - Communicate Corrections / Clarifications	0.50	2.00	2.00										4.50	\$512.50
Final Space Plan Meeting with Client and Tenant Agencies	4.00		4.00										8.00	\$1,000.00
Meeting Minutes	0.50	1.00											1.50	\$187.50
Coordinate with Annex A/E design team per Client's request	2.00												2.00	\$290.00
<b>SCHEMATIC DESIGN PRESENTATION AND REPORT</b>														
Prepare Final Presentation Graphics (Floor Plans, Building Sections, 3-D Views)	4.00		20.00	20.00									44.00	\$4,480.00
Coordinate Modifications to Final Preliminary Cost Estimate	1.00	4.00											5.00	\$605.00
Prepare Executive Summary of Final Pre-Design Report	1.00	4.00											5.00	\$605.00
Format Final Report	0.50	4.00											4.50	\$532.50
Final Pre-Design Presentation to County	3.00	3.00											6.00	\$780.00
Meeting Minutes	0.50	1.00											1.50	\$187.50
Other Presentations of Final Report (three maximum)	6.00	6.00											12.00	\$1,560.00
Meeting Minutes	1.00	2.00											3.00	\$375.00
<b>Subtotal Hours</b>	<b>150.50</b>	<b>64.00</b>	<b>221.50</b>	<b>20.00</b>									<b>456.00</b>	<b>\$54,240.00</b>
<b>Cost per Hour</b>	<b>\$145.00</b>	<b># \$115.00</b>	<b>## \$105.00</b>	<b>\$90.00</b>										
<b>Total Labor Costs</b>	<b>\$21,823</b>	<b>\$7,360</b>	<b>\$23,258</b>	<b>\$1,800</b>										<b>\$54,240.00</b>
<i>Piper-Wind Labor Costs</i>														<b>\$54,240.00</b>

**Proposed Labor Fee \$54,240.00**

**PROPOSED REIMBURSABLE EXPENSES - PHASE ONE**

Reimbursable Expenses	Rate		Remarks	
Rosin Preservation, LLC	hourly not to exceed		see attached proposal	\$8,925.00
Lankford and Associates	lump sum fee		see attached proposal	\$13,455.00
Bob D. Campbell and Company, Inc.	hourly not to exceed		see attached proposal	\$4,650.00
FP&C Consultants, Inc.	lump sum fee		see attached proposal	\$7,600.00
Lerch Bates, Inc.	lump sum fee		see attached proposal	\$2,100.00
Professional Service Industries (PSI)	lump sum fee		see attached proposal	\$6,450.00
Acoustical Design Group, Inc. (ADG)	not included		no scope in Phase One	
Construction Mgmt. Resources (CMR)	lump sum fee		see attached proposal	\$3,750.00
Continental Consultant Engineers, Inc.	not included		no scope in Phase One	
PWA Overhead on Consultant Fees	5% of consultants' fee			\$2,346.50
Reimbursable Expense Allowance	2.5% of fee (allowance)	all team	printing, mileage, etc.	\$2,529.25
<b>Subtotal Reimbursable Expenses</b>				<b>\$51,805.75</b>

**TOTAL PROPOSED FEE (Labor and Reimbursable Expenses) \$106,045.75**



**PIPER-WIND ARCHITECTS, INC. WORK PROPOSED**

Task	Principal	Project Manager	Job Captain	Intern Architect									Total Hrs/ Task	Cost/ Task
<b>DESIGN DEVELOPMENT</b>														
Preparation of DD's	20	36	120											\$19,640.00
Coordination with engineering and specialty design consultants	12		24											\$4,260.00
Prepare Finish Materials	8		16											\$2,840.00
Presentations to user groups (2 mtgs, max)	4		4											\$1,000.00
Draft Specifications	4	20	4											\$3,300.00
Coordination with cost estimator	2		8											\$1,130.00
DD Review meeting with Owner	3		3											\$750.00
Meeting Minutes			1											\$105.00
<b>CONSTRUCTION DOCUMENTS</b>														
Preparation of Construction Documents	16	40	280										336	\$36,320.00
Review of County's Front End Spec	8													
Preparation of Specifications	16	80											96	\$11,520.00
Coordination with engineering and specialty consultants	16		16										32	\$4,000.00
Communications / Coordination with Owner	16												16	\$2,320.00
Coordination with cost estimator	2	1	8										11	\$1,245.00
50% and 95% review meetings with Owner	8		8										16	\$2,000.00
Meeting Minutes	1		2										3	\$355.00
Revisions to CD's per final CD review meeting	4		24										28	\$3,100.00
CD Review meeting with Owner for final CD sign-off	2		2										4	\$500.00
Meeting Minutes			1										1	\$105.00
<b>PERMITTING</b>														
Correspondence with City	2		8										10	\$1,130.00
Revisions to CD's per City review comments			8										8	\$840.00
Coordination with Consultant's regarding City Permit Questions / Revisions			12										12	\$1,260.00
<b>BIDDING AND NEGOTIATION</b>														
Pre-Bid Meetings (4 total)	8		8										16	\$2,000.00
Answering questions during bid period / coordination of consultant's responses (three week bid periods - three times)	3		18										21	\$2,325.00
Issuance of Addendum (assume 6 total, for three bid packages)	3		12											
Assisting Owner in bid evaluation (4 total)	8		8										16	\$2,000.00
<b>CONSTRUCTION ADMINISTRATION</b>														
Pre-construction meetings (4 total)	12		12										24	\$3,000.00
Bi-weekly site progress meetings, site inspections, and meeting minutes (assuming 52 week schedule, 26 total)	24		104										128	\$14,400.00
Substantial Completion Punchlist Meeting (4 total)	8		16										24	\$2,840.00
Punchlist Preparation (4 total)			4										4	\$420.00
Final Completion Back-check (4 total)	4		8										12	\$1,420.00
Weekly Communications with Contractors / Owner assuming 52 week total duration			104										104	\$10,920.00
Coordination with Tenant's FFE Vendors / IT / Security Consultants			16										16	\$1,680.00
Submittal Reviews (assume 24 submittals, half for resubmittals, total 36 submittals)			60										60	\$6,300.00

**Professional Services Fee Proposal - Piper-Wind Architects, Inc.  
Jackson County Historic Truman Courthouse Renovation Phase 2**

**ATTACHMENT B**

Change Order Preparation (allowance)			40							40	\$4,200.00
<b>PROJECT CLOSE-OUT</b>											
Prepare Record Drawings / Specs			16							16	\$1,680.00
Communication with GC regarding GC posted set of drawings / close-out docs			4							4	\$420.00
Review of GC Close-out Docs - 1st submittal			4							4	\$420.00
Review of GC Close-out Docs - re-submittal			4							4	\$420.00
Coordination / Communication with Owner on Close-out Docs			4							4	\$420.00
<b>Subtotal Hours</b>	214	177	991							1,038	\$152,585.00
<b>Cost per Hour</b>	\$145.00	\$115.00	\$105.00	\$90.00							
<b>Total Labor Costs</b>	\$31,030	\$20,355	\$104,055								\$152,585.00
<b>Piper-Wind Labor Costs</b>											\$152,585.00

**Proposed Labor Fee** **\$152,585.00**

**PROPOSED REIMBURSABLE EXPENSES**

Reimbursable Expenses	Rate		Remarks	
Rosin Preservation, LLC	hourly not to exceed		see attached proposal	\$500.00
Lankford and Associates	lump sum fee (optional services included)		see attached proposal	\$76,245.00
Bob D. Campbell and Company, Inc.	hourly not to exceed		see attached proposal	\$7,500.00
FP&C Consultants, Inc.	lump sum fees (optional services)		see attached proposal	\$14,050.00
Lerch Bates, Inc.	lump sum fee		see attached proposal	\$2,800.00
Professional Service Industries (PSI)	lump sum fee w/ allowance for CA		see attached proposal	\$6,950.00
Acoustical Design Group (ADG)	not included		no scope in Phase Two	
Construction Mgmt. Resources (CMR)	lump sum fee w/ allowance for CA		see attached proposal	\$16,200.00
Continental Consulting Engineers, Inc.	not included		no scope in Phase Two	
PSI - Abatement Testing and Monitoring	per diem 8 hrs per day		see attached proposal	\$27,600.00
PWA Overhead on Consultant Fees	5% of consultants' fee			\$7,592.25
Reimbursable Expense Allowance	2.5% of fees	all team	printing, travel, etc.	\$7,610.75
<b>Subtotal Reimbursable Expenses</b>				<b>\$167,048.00</b>

**TOTAL PROPOSED FEE (Labor and Reimbursable Expenses)** **\$319,633.00**

TOTAL PHASE 1    \$106,045.75  
TOTAL PHASE 2    \$319,633.00  
GRAND TOTAL      \$425,678.75

## Jackson County Historic Truman Courthouse Renovation

Rosin Preservation LLC

12.15.2011

### Scope of Work and Related Fee (work to be performed on an hourly not to exceed basis)

#### **PHASE ONE**

##### **Research – 6 hours -- \$550**

- Review plans, archival photos and other appropriate documents to gain a better understanding of the historic features and finishes of the Courthouse building. Information will be gathered about the public as well as the private spaces of the building and to understanding the multiple layers of fabric that may still exist.

##### **Field Survey/Documentation – 12 hours -- \$1250**

- Document materials, finishes and conditions that exist throughout the building. Take digital photographs of typical and unique conditions and record information on building plans and/or in a spreadsheet.

##### **Preservation Plan – 48 hours -- \$4150**

- Prepare a preservation plan that can be read as a chapter of a larger rehabilitation plan or as a stand-alone report. The preservation plan will use the information gathered during Field Survey/Documentation and Research to identify Preservation, Rehabilitation, and Renovation zones in the building. These categories will be assigned based on the historical significance and the architectural integrity of each space. For materials and finishes that occur within each zone, the plan will recommend treatment strategies. These may range from appropriate refinishing/repair methods to recommendations for wholesale in-kind replacement. The plan will be illustrated with annotated floor plans and photographs.

##### **General consultation – 20 hours -- \$2000**

- Participate with Client and project team in discussions regarding programming and preliminary design for the building. Provide input on appropriate ways to achieve functional goals and modernization upgrades while maintaining the significant historic character of the courthouse.
- Anticipates three meetings with Client and Consultant team at four hours each total, plus 8 hours of general consultation, or four meetings at three hours each total.

##### **Paint Analysis – Allowance of \$975**

- Test 12-16 paint samples (4-5 in main lobby and corridor; 2-3 in Brady lobby; and 6-8 in Brady Courtroom). Analysis is \$60 per sample (\$720 – 960) plus \$15 to FedEx the samples for analysis. Allowance of \$975.

**Total Phase One Fee -- \$8,925**

#### **PHASE TWO**

**Questions during construction – 5 hours - \$500.**

*Reimbursable expenses not included.*



December 12, 2011 - Revised

Mr. Eric Piper  
Piper-Wind Architecture  
2121 Central St., Suite 143  
Kansas City, MO 64108

Re: Jackson County Historic Courthouse  
Independence, MO

Dear Eric,

Thank you for providing to Lankford + associates Consulting Engineers, Inc. (Consultant) the opportunity to submit a proposal for Mechanical, Electrical and Plumbing engineering services to Piper-Wind Architecture (Client) for the Jackson County Historic Courthouse (the project) for Jackson County (Owner). We look forward to the opportunity of working with your office on this project, and we are confident you will be pleased with our performance and the quality of our services. Based on the information discussed, we have developed the following proposal.

This proposal shall be based upon ~~the accuracy~~ of all information provided by the Client for a remodel of approximately 30,000 square feet, meeting information, preliminary site visit, telephone conversation(s), and discussed design schedule. This proposal shall also be based upon two (2) options. Options A would be for a conventional HVAC system incorporating the existing steam boiler at an estimated budget cost of \$1,150,000.00. Option B would be for a Four Pipe HVAC system incorporating the existing steam boiler at an estimated budget cost of \$1,400,000.00.

#### **General Scope of Services**

Six (6) design/coordination meetings with Client.

#### **1. Schematic Design Phase – Submittal**

- a. Observe existing conditions for verification of compatibility with proposed system and for development of demolition drawings. This would include evaluation of the existing steam heating system for incorporation into the final design.

1730 Walnut Street  
Kansas City, Missouri  
64108  
816.221.1411  
Fax: 816.221.1429

Mr. Eric Piper  
December 1, 2011  
Page 2 of 8 6

- b. Perform Payback analysis of suitable HVAC systems proposed for project and provide recommendations for best system suited for project.
- c. Written description of M/E/P systems, including principal components, special functional requirements, concept and studies.
- d. Conversation with Client regarding mechanical and electrical equipment types and locations, dedicated M/E/P room locations and sizes, preliminary chase locations and sizes, and preliminary equipment stacking.
- e. Preliminary proposed utility locations for M/E/P design, to be coordinated with any existing and proposed locations provided by Civil Engineer.
- f. Statement of issues regarding, and indicating compliance with, applicable codes, standards and laws.
- g. Recommend revisions as necessary, should Opinion of Probable Construction Cost estimate exceed the Owner's approved budget.

## **2. Design Development Phase - Coordination**

- a. Coordinate building utilities sizes, depths and connection points with Civil Engineer.
- b. Coordinate major equipment locations with preliminary sizes and weights.
- c. Review M/E/P and Fire Protection room sizes and locations.
- d. Review M/P chase sizes and locations.
- e. Review electrical / data / telecommunication services.
- f. Review recommended lighting foot-candle levels.
- g. Review special equipment requirements.
- h. Review layout of mechanical zones and thermostat locations.

## **3. Design Development Phase – Deliverables**

Documents shall include the following:

- a. Mechanical systems.
  - 1. General Layout of chases.
  - 2. General Layout of mechanical, plumbing and fire service rooms.
  - 3. General Layout of mechanical zones with thermostats.
  - 4. General Layout of mechanical units.
- b. Electrical systems.

Mr. Eric Piper  
December 12, 2011  
Page 3 of 6

1. General Layout of lighting.
  2. General Layout of emergency lighting.
  3. General Layout of fire alarm devices.
  4. General Layout of normal power devices.
  5. General Layout of emergency power.
  6. General Layout of building service, electrical rooms and panel locations.
  7. General Layout of building electrical riser.
- c. Plumbing systems, including sanitary waste, storm, vent, gas systems and domestic hot, hot water recirculating and cold water systems.
- d. Update written description of systems.

#### **4. Construction Documents - Deliverables**

a. 50 – 60% Submittal

1. Construction Drawings – printed copy, if required.
2. Coordination with code consultant to verify compliance with code analysis, including summary of all code assumption, decisions, interpretations, and variance; coordination with local utilities, governmental entities and local codes department for code compliance and permitting issues.
3. List of proposed construction-drawing sheets that identify sheets by title and number.
4. Demolition plans, as required.
5. Electrical Power Plan – uncircuited.
6. Fire Alarm Devices indicated – uncircuited.
7. Electrical Lighting Plan – uncircuited.
8. Light Fixture Catalog cut sheet package.
9. Mechanical ductwork plan.
10. Plumbing Piping Plan.
11. Details – Schedules (empty).

b. 80 – 90% Submittal

1. Revised list of proposed construction-drawing sheets that identify sheets by title and number.
2. List of specification sections.
3. Substantially completed Construction Drawings for Client and Owner final review, estimate and approval – printed copy.
4. Substantially completed Specifications sections for Client and Owner final review, estimate and approval – printed copy.
5. Coordination with Code Consultant, if required to verify compliance with code analysis, including summary of all code assumptions, decisions, interpretations, and variances; coordination with local utilities, governmental entities, and local codes department for code compliance and permitting issues.

Mr. Eric Piper  
December 12, 2011  
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c. Final Submittal

1. A / E coordination complete.
2. Code review complete.
3. Final Construction Drawings.
4. Final Specifications sections. Electronic file and printed copy.
5. Sign and sealed sets for permitting.

**5. Construction Observation Services**

- a. Attend pre-bid meeting.
- b. Provide written responses to code review comments.
- c. Evaluate bids and recommend value-engineering items as necessary should bids not meet approved budget. If value-engineering items are accepted, any revisions to the Construction Documents will be treated as additional services.
- d. Attend pre-construction meeting.
- e. Attend monthly construction progress meetings to review work progress.
- f. Provide written response to Contractor requests for information, as forwarded by Client.
- g. Assist the Client in preparing supplemental instructions, proposal requests, and change orders, providing complete written description and drawings as necessary, in format specified. If proposal requests are Owner initiated, additional services will be charged per agreement.
- h. Evaluate proposal requests.
- i. Review shop drawings, submittals, test and balance reports and record drawings, as forwarded by Client.

**6. Post-Construction Services**

- a. None requested – shall be negotiated on an as-needed basis as services are requested (i.e. record drawings based upon redlined documentation provided by the Contractor).

Client shall provide criteria and information pertinent to Consultant's services including design constraints, performance requirements, flexibility and expandability, and any budgetary limitations in a timely manner that is required for the completion of said services under this Agreement.

In addition, Client agrees to make available to Consultant drawings, specifications, schedules and other information, interpretations, and data which are prepared by Client, or by others, which Client knows are reasonably available to Client, and which Client

Mr. Eric Piper  
 December 12, 2011  
 Page 5 of 8 6

and Consultant consider pertinent to Consultant's responsibilities under this Agreement. Specific items listed herein may not be provided if Consultant and Client agree such information is not required.

Consultant shall have no responsibility to inspect for or report the presence of water infiltration, mold, mildew, or other hazardous materials on project site or adjacent areas.

- Consultant hereby agrees to allow Client / Owner a limited license and agreement for use of Electronic Media (ACAD).

~~Drawings as required for Phase 1 will be prepared using AutoCAD. Client agrees that all drawings and data prepared or provided under this Agreement are instruments of service of Consultant, who shall be deemed the author of the drawings and data, and who shall retain all common law, statutory, and other rights, including copyrights, whether the project for which they are prepared is executed or not. Client agrees not to use or allow the use of such drawings and data on modifications to or extensions of the project or on any other project; furthermore, documents will not be provided to any contractors, vendors, or dealers other than for information and reference in connection with the project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and Client shall defend and indemnify Consultant from and against same.~~

Consultant proposes to provide these basic services for Option A based on project information listed for a lump sum fee of \$74,900.00, plus reimbursable expenses and \$89,700.00 for Option B, plus reimbursable expenses with the breakdowns as listed below.

	Option A	Option B
Schematic Design	\$13,455.00	\$13,455.00
Design Development	\$14,980.00	\$17,940.00
CD's	\$32,485.00	\$41,365.00
CA	\$13,980.00	\$16,940.00

~~If the construction budget is increased, the scope of work changes, or the Client requests changes to the scope of services outlined by this Agreement which requires development of new documents or changes to the completed documents, the Consultant shall request a fee adjustment.~~

1.05

Reimbursable expenses will be billed at Consultant's cost times a multiplier of 1.40 and shall include but not limited to, mileage, long distance phone calls, express mail, delivery services, photography, copying, scanning, printing, and computer plotting costs.

Contract amounts will be invoiced monthly and are due within 45 days. Client shall raise in writing any objection to any such statement within 14 days of receipt of such statement; otherwise, such statement shall be deemed acceptable to Client. Unpaid accounts over 45 days will be invoiced at 1-1/2 percent per month. In the event



Mr. Eric Piper  
December 12, 2011  
Page 6 of 8 6

accounts are not paid and payment from Owner to Client is not being withheld due to a direct result of Consultants actions, Client agrees to reimburse Consultant for all attorney fees, legal expenses and costs associated with payment collection. Upon completion or early termination of this Agreement, the terms of this paragraph will survive.

Client shall perform the following in a timely manner so as not to delay the services of Consultant:

- (a) Provide criteria and information pertinent to Consultant's services as to Owner's and/or Client's requirements for the project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner and/or Client will require to be included in the drawings and specifications to be furnished by Consultant under this Agreement, if any.
- (b) Make available to Consultant drawings, specifications, schedules, and other information, interpretations, and data which are prepared by Client, or by others, which Client knows are reasonably available to Client, and which Client and Consultant consider pertinent to Consultant's responsibilities under this Agreement.
- (c) Arrange for, or request Owner to arrange for, access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform the services under this Agreement.
- (d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that does or may affect the scope or timing of Consultant's services.

The information and services to be provided by Client will be without cost to Consultant, and Consultant shall be entitled to rely upon the accuracy and completeness of same.

~~TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT FOR DAMAGES ARISING FROM SERVICES PROVIDED BY CONSULTANT TO THE AMOUNT OF CONSULTANT'S FEE OR \$250,000, WHICHEVER IS GREATER. Except for willful acts or omissions, neither Client nor Consultant will be liable to the other for any special, incidental, punitive or consequential damages, or commercial loss of any kind, including loss of business or profits. These limitations shall apply regardless of the cause of action or legal theory asserted, and regardless of whether Client or Consultant has been advised of the possibility of such damages. Any claims or disputes arising during design, construction or post construction between or among Client, Consultant, or the contractor, and subcontractor or supplier or otherwise will be submitted to mediation as the initial method for dispute resolution within a reasonable time after such dispute has arisen. Client and Consultant shall cause other agreements relating to the project to include a~~



**Structural Engineers – Since 1957**

4338 Belleview  
Kansas City, MO 64111  
(816) 531-4144 FAX (816) 531-8572

December 14, 2011

Mr. Eric Piper  
Piper-Wind Architects, Inc.  
2121 Central Street  
Suite 143  
Kansas City, Missouri 64105

Re: Revised Proposal for  
Renovations to Jackson County Courthouse  
Structural Fee Proposal

Dear Eric:

Thank you for the opportunity to provide you with a fee proposal for the above referenced project. We understand the project will be broken up into two phases. The first phase will consist of an analysis of the existing structure to accommodate new mechanical systems and an elevator. At the conclusion of this phase of design we will provide a narrative on how the MEP systems will be supported and how the elevator will be accommodated so that production of construction documents can begin in Phase II.

Phase I services will also include an analysis of the structural capacity of the first and second floors and a structural evaluation of certain areas of the building that have been subjected to water damage. We will base our Phase I review on the existing construction documents, as well as up to three (3) site visits to confirm existing pertinent construction.

For Phase I services, we request an hourly fee not-to-exceed Three Thousand Four Hundred Fifty Dollars (\$3,450.00) for the analysis for the new mechanical systems and elevator plus an additional fee of One Thousand Two Hundred Dollars (\$1,200.00) for the analysis of the structural capacity of the first and second floors and review of water damaged areas. Our services will be billed per the attached rate sheet to complete this phase of the project.

Phase II of the project will include completion of construction documents, response to contractor RFI's, review of structural shop drawings and up to four (4) additional site visits for further coordination and/or project meetings. We request an hourly fee not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per the attached rate sheet to complete this phase of the project.

You are being supplied with two copies of this proposal. If the proposal meets with your approval, please sign and return one copy and keep the other copy for your files.

Thank you again for the opportunity to be of service.

Sincerely,

**Bob D. Campbell and Co., Inc.**  
*Structural Engineers*

Richard C. Crabtree, P.E.

**ACCEPTED BY:**

\_\_\_\_\_

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

RCC / kd  
Enc. 2011 Hourly Rate Sheet  
cc: File / PR11469-R2

**BOB D. CAMPBELL AND COMPANY, INC.**  
**Structural Engineers**

**HOURLY RATES EFFECTIVE JANUARY 1, 2011**

Principal .....	\$150.00
Registered Engineer .....	\$130.00
Staff Engineer .....	\$110.00
Technician.....	\$95.00
CADD Drafter.....	\$90.00
Clerical .....	\$50.00



November 9, 2011  
 Revised December 14, 2011

Mr. Eric Piper  
 Piper Wind Architects  
 2121 Central Street, Suite 143  
 Kansas City, Missouri 64108

**RENOVATION OF HISTORIC TRUMAN COURTHOUSE**  
**102 NORTH MAIN**  
**INDEPENDENCE, MISSOURI**  
**COUNTY PROJECT 3147**  
**PROPOSAL FOR FIRE PROTECTION & BUILDING CODE DESIGN DEVELOPMENT SERVICES**  
**(3<sup>rd</sup> REVISION)**

Dear Eric,

Thank you for the opportunity to submit this proposal for design development services for fire protection and building code evaluations for the above captioned project. It is our understanding the scope of services requested for this phase of the design process shall consist of providing a narrative report evaluating the existing conditions of the fire suppression, fire alarm, life safety and construction features of the building and summarize options for upgrade. ~~Options presented in the report shall include order of magnitude cost estimations to aid in the Team's decision process.~~ FP&C will coordinate the option summaries with the design team cost estimator.

FP&C Consultants is making the following assumptions for this project:

1. Electronic versions of building floor plans and title block information will be provided by Piper-Wind Architects for sketches used in the narrative reports.
2. Piper-Wind Architects will provide formatting directions for the narrative reports provided by FP&C Consultants.

To accomplish the above scope of work, FP&C Consultants anticipates performing the following tasks:

1. Perform a survey of the building to review in further detail the existing construction, fire suppression, and fire alarm details of the building.
2. Obtain current water supply test information for the site.
3. FP&C Consultants will evaluate the existing building against the building code requirements for new construction. ~~develop a building evaluation score based on the International Existing Building Code (IEBC) Table 1301.7 summary sheet for an aid in evaluating the existing life safety strengths and weaknesses of the building. The Design Team may choose to include this information in the report submitted to the Client.~~

**KANSAS CITY**  
 FP&C Consultants, Inc.  
 3770 Broadway  
 Kansas City, MO 64111  
 T • 816.931.3377 / F • 816.931.3378  
 www.fpc-consultants.com

**FIRE PROTECTION AND CODE CONSULTANTS**

Mr. Eric Piper – November 9, 2011 – Revised December 14, 2011  
 RENOVATION OF HISTORIC TRUMAN COURTHOUSE – INDEPENDENCE, MISSOURI  
 REVISED PROPOSAL  
 #2011.167 – Page 2

4. Participate in a coordination meeting with the Design Team following completion of building surveys to discuss options for changes to construction, mechanical systems, electrical systems, and fire suppression systems.
5. Submit narrative sections for fire suppression, fire alarm, and building code/life safety for the Team's Design Basis Report. ~~Narratives will include order of magnitude cost estimates for options presented in the Report for suppression and fire alarm.~~ FP&C will also provide information to the design team cost estimator for development of estimates for the options presented for changes to fire alarm and fire sprinkler systems.
6. *Participate in one (1) meeting with Jackson County Public Works Life Safety Engineer to discuss design approach options.*
7. *Participate in one (1) meeting with the City of Independence to present design approach decisions.*
8. *Participate in one (1) meeting with the Fire Marshal to present design approach decisions.*
9. *Participate in one (1) meeting with Jackson County Public Works personnel to present the findings of the Design Basis Report.*
10. Provide up to ~~four (4)~~ two (2) hours of general code consulting as requested.

FP&C Consultants proposes to perform this scope of work on a total fixed fee basis of \$ 7,600.00 (Seven Thousand Six Hundred Dollars) as outlined below:

Fire Suppression and Fire Alarm	\$ 4,200.00
<u>Building Code/Life Safety</u>	<u>\$ 3,400.00</u>
<b>TOTAL SERVICES</b>	<b>\$ 7,600.00</b>

Code consultants are billed at \$175.00/hour, technicians at \$110.00/hour and CAD designers at \$75.00/hour. Expenses, including reproduction and express delivery charges, will be billed at cost.

We look forward to working with you on this unique project. If these terms are agreeable, please sign and return one copy for our files.

If you have any comments or questions, please feel free to contact me.

Submitted By:

**FP&C CONSULTANTS, INC.**



Jeff Scott

JAS/mrd





December 14, 2011

Mr. Eric Piper  
Piper Wind Architects  
2121 Central Street, Suite 143  
Kansas City, Missouri 64108

**RENOVATION OF HISTORIC TRUMAN COURTHOUSE  
102 NORTH MAIN  
INDEPENDENCE, MISSOURI  
COUNTY PROJECT 3147  
PROPOSAL FOR FIRE PROTECTION DESIGN AND CONSTRUCTION SERVICES**

Dear Eric,

Thank you for the opportunity to submit this proposal for design and construction period services for fire protection for the above captioned project. It is our understanding the scope of services requested for this phase of the design process shall consist of producing design documents (drawings and specifications) for the upgrades to the building fire suppression and fire alarm systems. The extent of the upgrades to each system will be determined by the Owner upon their review of the team Design Development Report. This proposal includes a breakdown for the design options we anticipate may be chosen by the Owner.

FP&C Consultants is making the following assumptions for this project:

1. Electronic versions of building floor plans and title block information will be provided by Piper-Wind Architects for sketches used in the narrative reports.
2. Piper-Wind Architects will provide formatting directions for the documents provided by FP&C Consultants.
3. The design schedule will consist of a maximum of two submissions.

**SCOPE OF SERVICES**

FP&C Consultants anticipates performing the following services:

Design Documents

1. Participate in Design Team coordination meetings by telephone.
2. Review interim Design Team drawings for coordination.

**KANSAS CITY**  
FP&C Consultants, Inc.  
3770 Broadway  
Kansas City, MO 64111  
T • 816.931.3377 / F • 816.931.3378  
www.fpc-consultants.com

**FIRE PROTECTION AND CODE CONSULTANTS**

Mr. Eric Piper – December 14, 2011  
**RENOVATION OF HISTORIC TRUMAN COURTHOUSE – INDEPENDENCE, MISSOURI**  
**PROPOSAL FOR FIRE PROTECTION DESIGN AND CONSTRUCTION SERVICES**  
#2011.167 – Page 2

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3. Create performance based design documents (drawings and specifications) for Submittal One. The performance based design will include detailed design criteria as needed for the special conditions for this project. FP&C Consultants will submit electronic or hardcopy documents, as directed by Piper-Wind Architects, for incorporation into the team submittal.
4. Incorporate Owner comments returned for Submittal One into the design and proceed with the Design Documents for a Final Submittal. FP&C Consultants will submit electronic or hardcopy documents, as directed by Piper-Wind Architects for incorporation into the team submittal.

#### Construction Services

1. FP&C Consultants will perform a technical evaluation of any information provided by the sprinkler and fire alarm contractors during the bid evaluation time.
2. Act on telephone calls, faxes, etc. regarding construction issues.
3. Review Contractor shop drawings (not more than twice) from each Contractor and provide marked up documents to Piper-Wind Architects for forwarding to the Contractor. FP&C Consultants will resolve any questions pertaining to FP&C Consultants shop drawings comments with the Contractor if necessary.
4. Witness acceptance testing of the fire suppression and fire alarm systems (one visit). FP&C Consultants will provide Piper-Wind Architects with a report outlining each test as well as any deficiencies noted (punchlist).
5. Post acceptance test review. This visit will only be conducted if the acceptance test punchlist items need review by our office.

#### FEES

FP&C Consultants proposes to perform this scope of work on a fixed fee for the design and construction services options as noted below:



Mr. Eric Piper – December 14, 2011  
**RENOVATION OF HISTORIC TRUMAN COURTHOUSE – INDEPENDENCE, MISSOURI**  
**PROPOSAL FOR FIRE PROTECTION DESIGN AND CONSTRUCTION SERVICES**  
 #2011.167 – Page 3

Options		Proposal Fees	
<b>Fire Alarm</b>			
Option 1 - Partial upgrade for new mechanical systems/partial strobe upgrade	Design	\$ 2,000.00	\$ 2,000.00
	Construction Services	\$ 2,800.00	(1) \$ 2,100.00
	<b>Total Option 1 Fire Alarm</b>	<b>\$ 4,800.00</b>	<b>\$ 4,100.00</b>
Option 2 - Replace system	Design	\$4,950.00	\$ 4,950.00
	Construction Services	\$ 4,200.00	(1) \$ 2,800.00
	<b>Total Option 2 Fire Alarm</b>	<b>\$ 9,150.00</b>	<b>\$ 7,750.00</b>
<b>Fire Suppression</b>			
Option 1 - Sprinkler Basement	Design	\$ 2,500.00	\$ 2,500.00
	Construction Services	\$ 2,800.00	(1) \$ 2,100.00
	<b>Total Option 1 Fire Suppression</b>	<b>\$ 5,300.00</b>	<b>\$ 4,600.00</b>
Option 2 - Sprinkler Attic	Design	\$ 1,500.00	\$ 1,500.00
	Construction Services	\$ 2,800.00	(1) \$ 2,100.00
	<b>Total Option 2 Fire Suppression</b>	<b>\$ 4,300.00</b>	<b>\$ 3,600.00</b>
Option 3 - Sprinkler Basement & Attic	Design	\$ 3,500.00	\$ 3,500.00
	Construction Services	\$ 4,200.00	(1) \$ 2,800.00
	<b>Total Option 3 Fire Suppression</b>	<b>\$ 7,700.00</b>	<b>\$ 6,300.00</b>

## Notes:

(1) If Fire Alarm Design and Fire Suppression Design are both selected (any Option combination) line item for construction services reduced as indicated.

Code consultants are billed at \$175.00/hour, technicians at \$110.00/hour and CAD designers at \$75.00/hour. Expenses, including reproduction and express delivery charges, will be billed at cost.







December 15, 2011

**Piper-Wind Architects, Inc.**  
2121 Central Street  
Suite 143  
Kansas City, Missouri 64108

Attention: Mr. Eric J. Piper

Re: Asbestos & Regulated Waste Materials, Limited Lead-Based Paint, and Fungal Environmental Services  
Jackson County Historic Courthouse  
112 West Maple  
Independence, Missouri  
**PSI Proposal Number: 603-56868 rev.5**

Dear Mr. Piper:

Thank you for giving us the opportunity to propose our services to you. Professional Service Industries, Inc. (PSI) is submitting this proposal for performance of an Asbestos Survey, Limited Lead-Based Paint (LBP) Verification Survey, Fungal Evaluation and preparation of an Asbestos Abatement Work Plan, Lead-Based Paint Abatement Work Plan, and Fungal Remediation Work Plan at the above referenced property. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

#### **PROJECT UNDERSTANDING**

PSI understands that the project includes planned renovation of the historic Jackson County Courthouse, which is currently largely vacant. PSI understands that a limited lead-based paint survey has previously been completed for the building. In addition, PSI understands an asbestos survey is required for the planned interior renovation of the building. PSI also understands a Fungal Evaluation will be required, as there is visible mold growth in the basement of the building. The limited lead-based paint, asbestos and fungal evaluations and associated reporting will be completed as Phase I of the project. PSI understands a second construction phase (Phase IB) of the project may require preparation of the necessary abatement and remediation work plans.

Currently, the property consists of a vacant two-story building, with basement and attic spaces. The gross interior square footage of the building is approximately 33,500 square feet. PSI completed a preliminary walk-through of the building on October 17, 2011.

PSI's proposed scope of services is outlined below. PSI understands the outlined services will be required, in order for the County to proceed with solicitation and implementation of proposed renovation activities at the site.

The surveys are limited in that some systems or areas may not be accessible to PSI or are omitted from consideration during the visual assessment and reporting. Based on our project understanding, the limitations of the surveys are as follows:

- While PSI has been instructed that intrusive evaluations of void spaces may be made, not all portions of the building void spaces will be accessible to PSI (wall cavities,

chases, closed ceilings or other inaccessible areas).

- PSI shall not provide sampling on any system which may present a hazard to the inspection team such as energized electrical systems or within confined spaces.
- PSI shall not collect samples from building elements where the intended use would be compromised by testing, such as fire rated doors (such materials will be assumed to be ACM).
- PSI shall not collect samples of roofing materials or exterior building materials.

## SCOPE OF SERVICES – PHASE I

### **Asbestos Renovation Survey & Regulated Waste Material Survey**

PSI recognizes the scope of work to consist of an asbestos survey for the interior of the subject building. An on-site survey of exposed and accessible suspect ACM, as well as intrusive investigations will be conducted by an Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspector, who is certified by the State of Missouri. Building material samples will be collected according to EPA guidelines, which dictates the number and location of samples to be collected. PSI will attempt to sample damaged materials and building areas that are least visible.

The following is a listing of the typical suspect ACMs that may be sampled:

<b>Surfacing</b>	<b>Thermal System Insulation (TSI)</b>	<b>Miscellaneous</b>
Fireproofing	Pipe Insulation	Ceiling Tiles
Acoustical Plaster	Boiler/tank Insulation	Acoustic Tiles
Hardwall Plaster	Breeching Insulation	Blown-in Insulation
Exterior Stucco	Ductwork Insulation	Floor Tile
		Rolled Sheet Flooring
		Mastic
		Gypsum Wallboard
		Roofing Material

PSI will conduct analysis for asbestos on each sample collected up to the first positive sample in a sample group using EPA "Method for the Determination of Asbestos in Bulk Building Materials" EPA/600/R-93/116, July 1993. Please note that the collection of bulk samples will cause some damage. PSI will not attempt to repair the damaged surface.

PSI will provide an EPA Accredited Asbestos Inspector and/or inspection team who are licensed in the state of Missouri, working under the direction of a PSI Principal Consultant (PC), to perform a survey of physically accessible areas within the project area.

### **Record Document Review**

Drawings, floor plans, historical data, laboratory reports, or other documents provided to PSI or made available on site will be evaluated for the general design and layout of the facility as well as to assist in the identification of ACM or suspect ACM. Other documents such as maintenance records, operation logs, etc. provided to PSI or made available on site will also be reviewed. Where laboratory analysis of materials is consistent with current regulatory requirements, PSI shall incorporate such test results into our current evaluation of the building.

### On-Site Visual Evaluation

PSI will perform a visual evaluation focusing on identification of suspect ACM. Suspect ACM shall be grouped into homogeneous areas on the basis of color, texture, use and apparent construction era. Each homogeneous area shall be given a unique identifying description to assist the user in identifying the ACM within the building, structure or area.

The locations and conditions of each homogeneous area of suspect ACM, as well as an assessment of friability for each suspect ACM shall be recorded on a room by room (or area by area) basis where possible. Each material will be touched where practical, to determine friability.

### Intrusive Evaluations

As requested by the client, the inspector or inspection team shall select representative areas to perform an intrusive evaluation of void spaces within the building or structure. Such inspections shall be made by creating an opening of sufficient size to determine the presence and condition of suspect ACM within. Void spaces which may be evaluated include locations of suspected pipe or heating, ventilating and air conditioning (HVAC) chases, wall cavities where fireproofing or other ACM is suspected, above finished ceiling systems where ACM is likely to exist, within pipe trenches or within other concealed locations. Although PSI shall make an attempt to identify all areas of ACM, an exhaustive investigation of void spaces is not included in the scope of services for this project. There may exist conditions which are unable to be identified within the scope of this survey.

Repair and/or restoration of areas where intrusive evaluations are performed are not included in the scope of work. The client may retain the services of an independent contractor or provide maintenance personnel to provide patching of intrusive evaluation locations. In the event that the client elects to provide patching, PSI shall coordinate activities with the owner's representative, provided that the intrusive evaluations may be scheduled while PSI is on site for the balance of the assessment activities.

### Homogeneous Area Sampling

PSI shall collect representative samples of each homogeneous area of suspect ACM by coring through the material to the base substrate. PSI shall collect samples as required by applicable regulations for the determination of asbestos content. Sample locations shall be randomly chosen to the extent possible; however, PSI shall preferentially collect samples from hidden or obscure locations. Additionally, PSI shall attempt to collect samples from areas of pre-existing damage. Sample core locations shall be encapsulated following sample extraction with a liquid spray encapsulant or by covering with duct tape. Patching and/or restoring of sample locations are not within the scope of work.

Homogeneous areas which shall not be sampled, due to limitations in the scope of services, shall be identified as assumed ACM and listed as assumed ACM in PSI's report.

### Laboratory Analysis

Samples shall be submitted to PSI's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory in Pittsburgh, Pennsylvania, for analysis. Samples of Thermal System Insulation (TSI) and Miscellaneous materials shall be analyzed on a first positive stop basis. All samples of surfacing materials shall be analyzed. Analysis shall be performed by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials).

Note 1: If a friable material has concentrations of asbestos of less than 10%, but does not have a "no asbestos detected" determination, then the Client has the option of analyzing the material by the point count method as specified by the EPA NESHAP regulation. Materials having a point count analysis result of 1% or less are non-asbestos per the NESHAP regulation. If the Client does not choose additional analysis, then the material must be considered to be asbestos-containing. **If the Client chooses this analysis, additional charges will be incurred at a rate of \$40.00 per point count sample analysis.**

Note 2: It should be noted that some asbestos-containing materials may not be accurately identified and/or quantified by PLM analysis. As an example, the original fabrication of floor tiles routinely involved the milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard PLM methods. Transmission electron microscopy (TEM) is required for a more definitive analysis of these materials. If this situation arises, PSI may recommend that TEM analysis be performed. If the Client chooses this analysis, additional charges will be incurred as listed in the "Fees" section of this proposal. **If the client chooses this analysis, additional charges will be incurred at a rate of \$95.00 per TEM sample analysis.**

#### Quantification

Quantification of confirmed asbestos-containing materials will be conducted using visual estimation by the inspector or inspection team. This visual estimation shall be performed in accordance with generally accepted practices in the asbestos industry. These values shall be sufficiently accurate for the purpose of documenting the presence of asbestos within its space for the purpose of identifying abatement control conditions or for general policy considerations. Actual quantities should be expected to differ between visually estimated values and physical measurements.

#### Photographic Documentation

PSI will provide photographs of each of the positive ACM identified. One photograph will be provided for each homogenous material. The photograph log will contain a space designation and material description.

#### Regulated Waste Materials Survey

PSI will survey for fluorescent light fixtures, mercury containing devices, PCB-containing devices, and CFC containing equipment. PSI will develop an inventory of these items and their locations to facilitate removal prior to building renovation activities.

### **ASBESTOS & REGULATED WASTE REPORT**

Following completion of the asbestos survey, one (1) hardcopy and one (1) electronic copy of the final report will be delivered to the client. This report will contain the detailed results of materials observed and their condition, sampling activities, material quantification, material assessment, and photographs of positive ACM.

The report will be broken down to include a table of suspect ACM sampled. A photograph of each positive ACM will be included. A summary table will also be provided in the report, identifying only positive ACM materials, along with their space designation and an approximate quantity. The report will contain a table identifying the quantity and location of regulated waste materials.

The report will be provided for reliance by Piper-Wind Architects, Inc. If other parties are to rely on the reports, please provide that information to PSI in writing prior to PSI's issuance of the report, or the fee terms in the Third Party Reliance section of this proposal will apply.

### **Limited Lead-Based Paint Survey & Report**

PSI understands that a lead-based paint survey has previously been completed for the subject site. PSI will review the existing report and if necessary complete verification sampling. If additional sampling is necessary, the limited lead-based paint survey will be performed utilizing X-Ray Fluorescence (XRF) equipment. For the XRF testing, the accuracy and precision of any measurement is determined by the length of each test, instrument calibration checks against known standards or control blocks, measurement conditions and mathematical laws of random error. Even when the XRF equipment is properly operated within the manufacturer's specifications, unusual substrates, paint additives, lead components in wall cavities, or other variables may cause significant fluctuations in apparent test values.

If necessary, confirmation samples may be collected and analyzed for any inconclusive XRF readings, or from components which have unusual or irregular surfaces that cannot be tested using a XRF device. PSI will not be responsible for patching, repair, or painting surfaces or substrates following paint chip analysis. The client is advised that surfacing and finish material will be damaged and PSI assumes no responsibility or liability for the repair of these damaged areas unless specifically noted in this agreement. The collected samples shall be submitted to PSI's accredited laboratory for atomic absorption spectrometry (AAS) analysis.

The PSI inspector will develop a quantity of each material identified. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. (for example: overspray of paint that extends under floor tile on the floor or into enclosed duct chases) The inspector will report only the quantity observed and note that there is the possibility of additional materials in inaccessible areas. Quantities will be given in square footage for surfacing materials, and each for single item components or components that cannot be measured accurately.

Following completion of the lead-based paint report review and verification survey, one (1) hard copy and one (1) electronic copy of the final report will be delivered to the client.

### **Fungal Evaluation**

PSI has been requested to provide a fungal evaluation for the subject building. During a previous site walk, PSI observed portions of the basement and noted the presence of visible mold growth. The basement is approximately 7,500 square feet, equally divided into two sides connected via a narrow tunnel. PSI understands that the exterior of the building was recently renovated in an attempt to prevent water intrusion and the evidence of visible mold growth may be related to prior water intrusion events.

During the evaluation, PSI will observe the interior of the building and document areas with visible moisture damage and suspect fungal growth. PSI will document current moisture content of interior finishes where visible water damage or visible mold growth is noted. Moisture measurements will be collected using a Tramex Moisture Encounter Meter. The Tramex Moisture Encounter is an electrode type meter that measures moisture content based on variances in resistivity.

Airborne Fungi (Mold) samples will be collected for aerosols (spores) using spore trap air sampling cassettes. The cassettes are attached to a calibrated high-volume sampling pump with a sampling interval ranging from one to ten minutes. The samples will be analyzed via direct microscopic examination by an AIHA accredited microbiological laboratory. The samples will estimate the total concentration of airborne microorganisms including mold/yeast spores. In addition to the determination of the total concentration of microorganisms, the most predominant types of mold spores will be identified. Spore trap air sampling cassettes are designed for the rapid collection and analysis of a wide range of airborne aerosols including viable and non-viable spores. However, they do not differentiate between viable and non-viable spores, and may not be able to identify individual species within a genus.

It is anticipated that five (5) interior airborne fungal samples will be collected from representative areas within the approximately 7,500 square foot basement, one (1) sample will be collected from a representative area of the first floor, and one (1) sample will be collected from a representative area of the second floor, and one (1) control air sample will be collected outdoors as a comparison. The samples collected from the first and second floors are intended to assess possible migration of airborne fungal spores from the visible growth previously noted in the basement area. It is proposed that the airborne fungal samples will be collected from the following locations:

- four (4) from representative areas – two (2) from each side of the basement
- one (1) from the tunnel which connects the two (2) basement areas
- one (1) from a representative area of the first floor
- one (1) from a representative area of the second floor
- one (1) from outside the building

In addition, PSI will collect at least two (2) tape lift sample from an area of visible mold growth. Sampling data will be reviewed by both PSI's Senior Mycologist and our Principal Consultant.

It is important to note that in evaluating airborne mold data that mold is ubiquitous in the environment and fungal bioaerosols (i.e. airborne mold) will be present in all interior settings. It is also important to note that there are a variety of factors that impact indoor airborne mold levels. Factors such as the use of exhaust fans and opening of windows potentially affect the level of airborne mold. Additionally, the presence of visible mold amplification indoors will likely augment or contribute to interior airborne mold levels.

There are no regulatory standards related to exposure to airborne mold. In evaluating airborne mold data, PSI reviews the total airborne mold spore concentrations, measured from indoor sample locations, to determine if they were "significantly elevated" when compared to total airborne spores concentrations measured from outdoor locations.

The diversity in mold species (taxa) identified at the selected indoor and outdoor sample locations is also reviewed by PSI to identify airborne mold species, which are known to be toxigenic (i.e. *Stachybotrys* sp.). The presence of such fungi can be viewed by PSI as a possible indicator of an interior amplified mold source.

The sampling methods utilized by PSI in performing its services may result in the disturbance or dispersal of mold spores. The client acknowledges that mold is ubiquitous to

the environment with mold amplification occurring when building materials are impacted by moisture. The Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

**Fungal Report**

Following completion of the field activities, PSI will provide a report summarizing the site observations, moisture measurements, sampling results and recommendations to correct or further evaluate the observed moisture, mold, and/or mildew conditions. The report will also document observations and visual characterizations of conditions at the site.

**FEES FOR PHASE IA**

It is proposed that the fee for the performance of the outlined services be determined on a lump sum basis by task.

For the Asbestos Survey, the lump sum figure is inclusive of travel to and from the project site, sampling equipment and supplies, no more than fifty-four (54) PLM samples, report preparation, review and delivery.

**Asbestos Survey & Report..... \$2,950.00 lump sum**

For the Limited Lead-Based Paint Verification Survey the lump sum figure is inclusive of travel to and from the project site, survey and sampling activities, sampling equipment and supplies, and lead paint chip sample analysis for 6 samples, report preparation, review, and delivery.

**Limited Lead-Based Paint Survey & Report ..... \$1,600.00 lump sum**

For the Fungal Evaluation, the lump sum figure is inclusive of travel to and from the project site, survey and sampling activities. This includes collection and analysis of eight (8) spore trap air samples and two (2) surface fungal samples.

**Fungal Evaluation & Report ..... \$1,900.00 lump sum**

If there are delays beyond the control of PSI, additional services are subject to additional costs at the rates listed on the current PSI Schedule of Fees. In addition, work on weekends and holidays will be subject to additional costs at the rates listed on the current PSI Schedule of Fees. This fee proposal is valid for thirty (30) days from the date of this proposal.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

## **SCOPE OF SERVICES – PHASE IB**

### **Asbestos Abatement Work Plan Development**

PSI will develop a work plan for the planned asbestos abatement. This work plan will describe the materials to be removed, suggest methods to be used to protect the building and its occupants, as necessary, provide regulatory guidance, final clearance criteria and other technical information to provide the framework for the timely and successful completion of the project. This work plan will be intended to be either a stand-alone bid document (with front end requirements provided by the owner) or as an attachment to bidding and construction specification documents being prepared by Piper-Wind Architects, Inc.

### **Lead-Based Paint Abatement Work Plan Development**

Based upon future renovation plans for the building, areas of deteriorated lead-based paint, and budgetary considerations, PSI will assist Piper-Wind Architects, Inc. in determining a scope of work for lead-based paint abatement. This work plan will describe the materials to be removed, suggest methods to be used to protect the building and its occupants, as necessary, provide regulatory guidance, final clearance criteria and other technical information to provide the framework for the timely and successful completion of the project. This work plan will be intended to be either a stand-alone bid document (with front end requirements provided by the owner) or as an attachment to bidding and construction specification documents being prepared by Piper-Wind Architects, Inc.

### **Fungal Remediation Work Plan**

PSI will prepare a Fungal Remediation Work Plan for the abatement of fungal impacted materials that will specify the procedures for addressing mold identified during the initial assessment. This document will be reviewed by a PSI Principal Consultant. This work plan will be intended to be either a stand-alone bid document (with front end requirements provided by the owner) or as an attachment to bidding and construction specification documents being prepared by Piper-Wind Architects, Inc.

### **Pre-Bid Walk-Thru and Assistance with Addenda**

If a pre-bid conference and walkthrough is requested, PSI will assist with this process, and one on-site pre-bid walkthrough is included as a line item in the fee section below. As part of the pre-bid walkthrough, PSI would be available to describe the scope of work and answer any questions relating to PSI's asbestos, lead-based paint, or fungal reports or abatement work plans. If necessary, PSI will assist with related bid addenda.

PSI shall be the authority to act on behalf of the Client only to extent provided in this Agreement unless provided otherwise by written agreement between PSI and the Client.

### **Abatement Oversight & Post-Abatement Air Monitoring**

Air monitoring during abatement, abatement oversight, and post-abatement air monitoring are not included in this proposed scope of services. Once site specific abatement plans are known, PSI can provide a detailed scope of services for oversight and air monitoring. It is estimated that abatement activities would take approximately twelve weeks. A daily air monitoring technician for air monitoring and clearance sampling would cost an estimated **\$460/day** (8-hour shift).



**FEES FOR PHASE IB**

It is proposed that the fee for the performance of the outlined services be determined on a lump sum basis by task. Currently PSI is estimating the fungal remediation and asbestos and lead-based paint abatement will take approximately twelve weeks.

<b>Asbestos Abatement Work Plan .....</b>	<b>\$2,000.00 lump sum</b>
<b>Lead-Based Paint Abatement Work Plan .....</b>	<b>\$2,400.00 lump sum</b>
<b>Fungal Remediation Work Plan .....</b>	<b>\$1,700.00 lump sum</b>

If a pre-bid conference and walkthrough is requested, PSI will assist with this process, and one on-site pre-bid walkthrough.

<b>Pre-Bid Walk-Through &amp; Assistance with Addenda .....</b>	<b>\$850.00 lump sum</b>
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**CLIENT RESPONSIBILITIES**

Additional services required by the Client, will only be incurred after an addendum to this proposal or a change order has been submitted to the Client and written approval from the Client has been received.

If there are delays beyond the control of PSI, additional services are subject to additional costs at the rates listed on the current PSI Schedule of Fees. In addition, work on weekends and holidays will be subject to additional costs at the rates listed on the current PSI Schedule of Fees. This fee proposal is valid for thirty (30) days from the date of this proposal.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold growth cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

It is the responsibility of the client to ensure or provide the following in order to facilitate the efficient provision of the proposed services:

- Construction documents, past survey reports, or other prior asbestos sampling data.

**AUTHORIZATION**

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below, and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization or notice to proceed. PSI will

perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

The sampling methods utilized by PSI in performing its services may result in the disturbance or dispersal of mold spores. The client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

We look forward to working with you on this and future projects. Please do hesitate to contact us at (314) 432-8073 to answer any questions you may have or should you need any further information.

Respectfully submitted,  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Sherri Jones  
Environmental Department Manager

Michael Tjaden  
Principal Consultant

Greg Chambliss  
Principal Consultant

Attachments: Proposal Authorization & Payment Form  
General Conditions

PSI can provide a complete range of consulting/engineering services in addition to those listed above. Should this project or future projects require any of the following services, PSI would be pleased to discuss these services further with you.

- Environmental Site Assessments
- Property Condition Assessments
- Remediation Plans & Specifications
- Materials Testing & Engineering
- Pavement Consulting
- Asbestos/Lead Consulting
- Facility/Envelope Engineering
- Roof Inspections & Consulting
- Indoor Air Quality (IAQ) Consulting



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ATTACHMENT C

Piper-Wind Architects  
2121 Central Street, Suite 123  
Kansas City, MO 64108

Attn: Eric Piper

December 12, 2011

RE: Jackson County Historic Truman Courthouse Renovation  
Independence, Mo.

Dear Eric,

Regarding estimating services for the above referenced project,  
CMR is pleased to offer the following proposal,

- Provide Estimate based on Conceptual Drawings  
date for submission in February 2012  
**subtotal \$ 3,750**
  
- Provide Estimate based on DD Drawings  
date for submission spring 2012  
**subtotal \$ 4,850**
  
- Provide Estimate based on 95% CD Drawings  
date for submission summer 2012  
**subtotal \$ 5,750**
  
- Provide Estimate based on Final CD Drawings  
date for submission summer 2012  
**subtotal \$ 1,600**
  
- Provide Estimate for Change Orders  
ALLOW 40 Hours @ \$100/hr  
**subtotal \$ 4,000**
  
- TOTAL \$19,950**

The Estimates will include Site, Architectural, Structural and MEP costs  
and will include 2 revisions for Conceptual and 1 revision each for DD  
and 95%CD.

Proposal includes providing costs for life safety and elevator work.

Also included costs for hazardous material abatement assuming the  
environmental consultant will provide quantities.

Fee's for DD and each CD estimate are based on providing the  
preceding estimate.

If you have any questions, please call.

Sincerely,

Pat Bartko, LCPE



**JACKSON COUNTY  
HISTORIC TRUMAN COURTHOUSE RENOVATION  
JACKSON COUNTY, MISSOURI**

**NEW VERTICAL TRANSPORTATION EQUIPMENT  
CONSULTING SERVICES PROPOSAL**

**NOVEMBER 9, 2011**

*Prepared For:*

Eric J. Piper, AIA  
PIPER-WIND ARCHITECTS, INC.  
2121 Central Street, Suite 143  
Kansas City, MO 64108  
p. 816.474.3050x1-301  
f. 816.474.3051  
eric.piper@piper-wind.com

*Prepared By:*

Joe Gibson  
General Manager

LB Project Number 2011002022-01



I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide Jackson County Public Works Department (Client) with the following vertical transportation consulting services for the Jackson County Historic Truman Courthouse Renovation in Jackson County, Missouri:

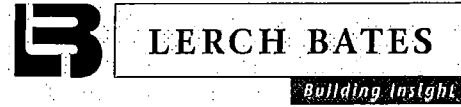
A. Phase I.

1. On site survey
2. Utilize the anticipated occupancy and preliminary planning indicated on architectural drawings to conduct an equipment application analysis.
3. Determine appropriate elevator size and configuration to meet existing building structure and use requirements.
4. Review and comment on Conceptual Design plans
5. Prepare hoistway drawings and controller and machinery drawings. Information will include:
  - a. Scaled equipment drawings via Lerch Bates standard drawing files in client's requested version of AutoCAD currently supported by Autodesk for information and reference.

B. Phase II

1. Scaled equipment drawings via Lerch Bates standard drawing files in client's requested version of AutoCAD currently supported by Autodesk for information and reference.
2. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 section(s) in the Lerch Bates standard PDF electronic files. Specification will include:
  - a. Specific performance criteria relating to quality of equipment, performance times, ride quality, noise and vibration,
  - b. Established level of quality.
  - c. Compliance with accessibility standards.
  - d. Compliance with prevailing Codes directly related to the equipment application selected.
3. Review the Elevator Contractor's submittal(s) for general compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one (1) original and two (2) copies. Reviews will be limited to the initial submittal and One (1) revision(s). If additional reviews are required they will be billed as additional services.
4. Conduct One (1) general progress review(s) during equipment installation to determine that work is proceeding in general accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
  - a. Field observations.
  - b. Items not in conformance.

**NEW VERTICAL TRANSPORTATION EQUIPMENT  
CONSULTING SERVICES PROPOSAL**



- c. Equipment not on the jobsite which could affect the completion schedule.
  - d. Percentage of equipment delivered, stored, or installed.
  - e. Percentage of overall completion.
- 5. Respond to Requests for Information (RFIs) from Division 14 Elevator Contractor.
  - 6. Review and comment on Change Orders related to the Construction Documents and Design Information provided by Lerch Bates.
  - 7. Conduct one final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
    - a. Measured performance data.
    - b. Itemized deficiencies.
  - 8. Conduct one follow-up review to verify compliance with the final installation review deficiency report. The installation should then be complete and the equipment operating in accordance with specified performance criteria. If additional reviews are required due to Elevator Contractor failing to complete deficiency report, they will be billed as additional services.

**II. FEES AND EXPENSES**

**A. Fee for Basic Services will be**

- 1. Phase I      \$2,100.00
- 2. Phase II     \$2,800.00

**B. Reimbursable Expenses**

- 1. Travel expense, lodging, meals, parking, all mileage charged at standard per mile rates, document reproduction, photographic reproduction, all mailing costs, special document handling, any applicable local service/sales tax, and other authorized expenses are not included in the Agreement fee and will be billed at cost.

**C. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices**

Lerch Bates will submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter will first be applied to accrued interest and then to the unpaid principal.

Lerch Bates shall be compensated to the extent that Lerch Bates services are requested, directed, and provided regardless of project schedule or client's billing arrangement with owner.