

Project Number 3146
Renovation of Jackson County Courthouse Annex

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and between the County of Jackson, Missouri hereinafter referred to as "County" and Burns & McDonnell Engineering Company, Inc. hereinafter referred to as "Architect."

WITNESSETH:

WHEREAS, County requires design architectural services in connection with the following improvement: Renovation of Jackson County Courthouse Annex, hereinafter referred to as "the Project" or "the Work" 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 Revised Proposal with Amended Scope and Fee (Exhibit A), Proposal Qualifications and Extent of Work diagrams (Exhibit B), Project Schedule (Exhibit C), and Supplemental Terms (Exhibit D) 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 Exhibit A was developed based on the following assumptions:

- A. The County will acquire all necessary access permits from property owners for Architect or its sub-consultants to perform services associated with this Project.
- B. The County will provide all necessary title work, deeds, plats, etc., as required for the completion of the Project.
- C. All submittal fees associated with this Project, including but not limited to, government review fees and environmental and archeological studies, will be paid for by the County.
- D. The following list is a partial list of services not included in this Agreement:
 1. Surveys, required materials testing and inspections.
 2. Destructive testing inside walls, above solid ceilings, below floor coverings, roof, exterior walls. Any such testing shall be deemed additional services.
 3. Meetings, conferences, or site investigations held at the request of the County outside normal business operating hours.

Services other than those stipulated in the scope of services listed in Exhibit A 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 therefor. 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, abatement studies, 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.

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2. Provide Standard County/City forms and/or standard plans as required including contractual sections for bid documents.
3. 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. Secure the necessary land, easements, and right-of-way required for the Project.
4. Designate a representative who will serve as the County's 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.
5. Examine all studies and drafts developed by the Architect, obtain reviews by other agencies involved, and render decisions thereon in a prompt manner so as not to delay the Architect.

ARTICLE V - PERIOD OF SERVICE:

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 attached Schedule, which was submitted by the Architect, marked Exhibit C, unless terminated sooner. The County will grant time extensions for unavoidable delays beyond the control of the Architect. The Architect, stating fully the reasons for the request, should make requests for extensions of time in writing.

ARTICLE VI - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Architect shall submit a Progress Report to the County. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Architect's Work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the County. Assume four (4) weeks review time for County on each submittal.

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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. Notwithstanding the above, the County approves of Architect subcontracting services to the persons or firms identified in its proposal.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

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

ARTICLE X - STANDARD OF CARE

Architect shall perform its services on the project in accordance with the standards of care and diligence normally practiced by recognized architectural firms in performing services of a similar nature. If, during the two year period following the earlier of completion or termination of the services 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.

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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 during normal business hours. Conferences are to be held at the request of the County or the Architect.
3. Accuracy of Work. The Architect shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from negligent errors and omissions on the part of the Architect without additional compensation. Acceptance of the Work by the County will not relieve the Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Architect shall give 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 directed by the County. This shall include attendance at meetings, discussions and hearings, as may be requested by the County; furnishing plans and other data as may be requested from time to time by the County, and compliance with all directives issued by the County.
5. Ownership of Documents. Plans, study reports, electronic data, and maps and specifications which are specifically prepared for this Project under this Agreement shall be delivered to and become the property of the County upon termination or completion of work, and upon Architect's receipt of final payment. Architect shall retain the ownership

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and copyrights in its standard details, drawings, and specifications. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the County upon request. All such information produced under this Agreement shall be available for use by the County. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall defend, indemnify and save the Architect harmless from any claims and liabilities resulting from such use, including legal fees and costs of defense.

6. Termination. Architect or the County may terminate this Agreement by giving written 10 day notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Architect may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other County materials must be delivered and returned by the Architect to the County within 15 calendar days of the demand of the County.

If the Agreement is terminated due to the Architect's service being unsatisfactory in the judgment of the County, or if the Architect fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Architect will be responsible for any excess cost in addition to that provided for in this Agreement or any damages the County may sustain by reason of the termination of this Agreement due to a breach of this Agreement or negligent performance or prosecution by the Architect.

7. Successors and Assigns. The County and the Architect each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Architect shall keep itself fully informed of all existing and current regulations of the County, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by the Architect. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the County against any claims or liability arising from or based on any violations of the same.

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

644.4 Subcontractors, Agreements with Contractors

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

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- a. Not Discriminate
The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.
 - b. Inspection by County Contract Review Officer (CRO)
The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.
9. Nondiscrimination. The Architect, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Architect will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Architect will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Architect's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
10. Independent Contractor. The Architect shall work as an independent contractor and not as an employee of the County. The Architect shall be subject to the direction of the 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.

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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 attached Exhibits A through D 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.
14. Safety Requirements. Architect shall make every reasonable effort to perform its services in a manner complying with all applicable safety legislation and with applicable environmental laws, rules, and regulation in force at the time of development of designs. Architect shall also be responsible for the safety of its own employees at all times during the performance of any Request for Services.
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.

ARTICLE XII - INSURANCE AND INDEMNIFICATION:

Architect shall procure and maintain in effect throughout this duration of the Agreement insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the Architect are such that it may be excluded from coverage listed below, an Addendum shall be made to the contract requesting coverage and limits required.

All subcontractors of the Architect are required to carry the same coverages and limits as the Architect. All liability policies required, except Professional Liability, are to be written on an "occurrence" basis unless an agreement, in writing is made with County. Policy limit requirements in 2. and 3 below may be satisfied by a combination of the primary policy and Excess/Umbrella Liability policy coverage.

1. Professional Liability

The Consultant Firm shall secure Professional Liability insurance coverage with limits of \$4,500,000 each claim/\$4,500,000 aggregate. The County understands that it cannot be an insured on this coverage and that it is available only in a "claims made" form.

2. General Liability

Commercial General Liability Insurance with limits of not less than \$3,000,000 per occurrence and \$3,000,000 Annual Aggregate (both General and Products-Completed Operations). General Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insured and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medial Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

3. Commercial Automobile Liability

Commercial Automobile Liability Insurance with a limit not less than \$3,000,000 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 "any 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

Architect 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. Excess/Umbrella Liability Coverage

Architect shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverage's listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

6. Additional Insured & Certificate of Insurance

The Commercial General and Automobile Liability Insurance specified above shall provide that County 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 County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above prior to the expiration date of coverage(s).

7. Qualifications of 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 approved by the State of Missouri to do business in Missouri.

8. Failure to Maintain Insurance Coverage

Regardless of any approval by the County, it is the responsibility of the Architect 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 Architect's failure to maintain the required insurance in effect, County may order Architect to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

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9. Indemnification

The Architect agrees to indemnify and save harmless the County, against all damages to property, structures and utilities, personal injury, including accidental death, to the extent caused by the Architect's negligent or willful acts or the negligent acts of the Architect's subcontractors, agents, or employees, in the performance of work under this Agreement.

ARTICLE XIII - PAYMENTS TO THE ARCHITECT:

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

1. County will pay a not to exceed fee of Five Hundred Twenty Three Thousand Five Hundred Fifty Dollars (\$523,550) as compensation for Architect's services and Twenty One Thousand Seven Hundred Fifty Dollars (\$21,750) for estimated expenses as set forth in the Architect's attached Proposal with Scope and Fee (Exhibit A).
2. Upon successful completion of each task outlined in the proposal, the Architect will present an invoice to the County, and said invoice shall be approved by the Director of Public Works, or his appointee, who will recommend payment to the Architect. Invoices are to be submitted on a monthly basis, with payment to be based on the percentage of completion of each task.

ARTICLE XIV – ENCLOSURES & ATTACHMENTS

Proposal with Scope and Fee (Exhibit A)

Proposal Qualifications and Extent of Work Diagrams (Exhibit B)

Project Schedule (Exhibit C).

Supplemental Terms (Exhibit D).

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

Approved by:

Recommended by:

Michael D. Sanders
County Executive

Approved to form this _____ day of _____, 20____

County Counselor

By: _____
Consultant

REVENUE CERTIFICATE

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

Date Finance Director

FMS Agreement Number _____

Account Code _____ - _____ - _____

Tax ID # _____



January 23, 2013

Mr. Earl Newill, PE Chief Engineer and
Mr. Scott George, CPRP
Jackson County Public Works
303 W. Walnut St.
Independence, MO 64050

Exhibit A

RE: Jackson County Courthouse Annex Renovation
Proposal with Scope and Fee (Exhibit A)

Dear Earl and Scott,

Per your request, the following modifies our proposal letter of September 10, 2013.

Proposal

Burns & McDonnell and its Courts Design Consultant HOK propose to provide full architectural services including mechanical, electrical, plumbing, structural and civil engineering, for the Jackson County Courthouse Annex Renovation project as described below. The proposed basic services below are revised from the County's RFP dated August 3, 2011 and further qualified in the attached Exhibit A, Proposal Qualifications. This constitutes basic services for the project.

Description of Project

This project constitutes modification and/or renovations to the Basement, 1st, 2nd, and 3rd floors of the Jackson County Courthouse Annex, located at 308 West Kansas Ave. in Independence Missouri. It is anticipated that the building will be occupied and open to the public during renovations. The purpose of the remodel is to convert the space from County operations services to judicial services and relocate judicial support services throughout the building. New courtroom furnishings will be similar to those in the most recently remodeled Division 32 Courtroom. Office spaces will be typical of governmental facilities. Other spaces will be constructed utilizing standard commercial quality materials and trim. The extent of new construction, renovations, and finish upgrades anticipated by this proposal is diagrammed and further clarified in the attached Proposal Qualifications and Scope of Work drawings.



Scope of Basic Services with Corresponding Fees

The design team shall be responsible for preparation of all drawings and technical specifications required for bidding, permitting and construction of the project. All work shall be designed in accordance with current County Building Codes and other applicable ordinances and municipal, state and federal regulatory requirements. The project shall be designed to implement practical sustainable components but it will not seek LEED certification. The project will consist of the following phases:

1. **Building Code and Life Safety Compliance Study:** **\$22,500**
 - a. Review the proposed renovation.
 - b. Review structural drawings of the existing buildings (to determine fire resistance and thus type of construction which impacts where assembly occupancies can be located).
 - c. Visit the building if information is not available on the above structural drawings.
 - d. Perform a code analysis per the IBC and IEBC to understand and identify the main issues.
 - e. Develop code and fire protection strategies to address the above issues.
 - f. Conduct a meeting with the code and fire officials to present the code determinations and overall code and fire protection strategies.
 - g. Address issues or questions raised by the code and fire officials.
 - h. Develop conceptual cost estimates for needed modifications based on findings
 - i. Issue meeting minutes documenting agreements.
 - j. Provide a report with a summary of the findings.

2. **Pre-Design Phase:** **\$35,000**
 - a. Conduct a pre-design workshop with the owner and users to establish an understanding of the project and develop an architectural program. This one day kick off meeting will include:
 - Team Introduction
 - Schedule Review
 - Develop specific goals for the project
 - Review County space standards
 - Walk-Through of Existing Building
 - Identify site issues

 - b. Establish a design schedule for all phases of work;



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- c. Space Planning: The design team will work with the project stakeholders to refine the program and planning requirements for each of the individual spaces described in the County's plans. Activities include:
- Review the requirements of each space to be remodeled with the users over a two day period which can immediately follow the Kick-Off meeting.
 - The goal of these meetings is to understand each users detailed space requirements, internal relationships, furnishings, fixtures and equipment and special mechanical, electrical and data/networking requirements.
 - Adapt and refine previously developed courtroom concepts to the Eastern Jackson County Courthouse including accessibility, security and court technology
 - Develop conceptual plans for each of these areas for review, comment and make modifications for inclusion in the overall project documents.
- d. Existing Building Documentation: The design team will measure and document the existing building for the purpose of generating a working Revit model for the project. We will develop the architectural Revit model for the project to an LOD 100 level.
- e. Analysis of Existing Conditions: The design team will evaluate the Existing Building based on the following criteria:
- General Architectural building and code issues
 - Accessibility issues as they relate to the areas to be modified including the courtrooms and building entry
 - Building security including both physical and electronic measures in collaboration with the Sheriff's security staff and the County's security electronics provider
 - Foot Traffic Study to determine the amount of foot traffic to the second floor generated by the public to the Court Records area. A reporting form will be created for court staff to record the number of visitors at regular intervals during the day over a month long cycle. Burns & McDonnell/HOK will analyze the data to determine the peaks by time of day and day of the week. The data will then be compared to what traffic would be generated by the courts if they were constructed in this area. This study would indicate impact on elevator and stairs. It will also be weighed against construction, security and implementation phasing to provide an overall view of the impact of not relocating the Clerk space.
- f. Concept Development: The design team will develop and refine renovation and expansion concepts, including the building code and life safety compliance study, to present to the stakeholders at a one day meeting. Final deliverable will be in 11x17 print format and PowerPoint. During the meeting we will work with the project stakeholders to evaluate concepts based on the following criteria:
- Program adjacencies and operational flow
 - Integration of physical and electronic security



- Reuse of the existing building and proposed additions
- Code implications and conceptual cost impacts

- 3. Schematic Design Services: \$42,500**
- Develop a space plan for the building that implements the requirements of the Architectural program;
 - Coordinate with the County's codes department and implement comments;
 - Develop SD document package including:
 - Site plan showing key site features.
 - Building footprint with interior layouts
 - Utility and infrastructure needs;
 - Outline specifications / cut sheets;
 - Construction Cost Estimate; and,
 - Presentation of information in a stakeholder meeting and delivered in 11x17 print and PowerPoint formats
- 4. Design Development Services: \$65,000**
- Continue the development of the schematic phase documents adding additional detail for the selected design option.
 - Coordinate with County codes department and implement comments
 - Coordinate with County's furniture vendor for furniture planning and layout in renovated area of building.
 - Prepare finish materials and present to the owner and user groups.
 - Draft specifications including cut sheets of all products and equipment for review.
 - Preparation of technology cabling and termination plan for renovated areas of building.
 - Construction Cost Estimate
 - Presentation of information in a stakeholder meeting and delivered in full size 22x34 print format with the option for half size 11x17 prints.
- 5. Construction Documents: \$172,000**
- 50% review meeting
 - Fully coordinated construction documents (drawings and Technical Specifications) for each discipline and formatted to allow for permitting and bidding the project.
 - Sign and Seal all drawings and specifications
 - Final Construction Cost Estimate
 - Construction Document review meeting



6. <u>Bidding:</u>	\$5,000
a. Attend Pre-Bid meeting	
b. Supply up to 50 full size sets of bidding documents and PDF files	
c. Respond to bidder questions and prepare addendums as necessary	
d. Recommend award of General Contractor	
7. <u>Construction Administration Services:</u>	\$82,000
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	
8. <u>Project Close-out Services</u>	\$3,500
a. Prepare a detailed punch list upon substantial completion	
b. Review and approve O&M manuals as submitted by contractor	
c. Prepare final As-Built plans. Provide two full sized sets and PDF files.	
9. <u>Other Miscelaneous Services</u>	
a. Cursory structural analysis of the original building's roof structure to determine roof's ability to support relocated condenser units. (Documentation for relocation of units to be provided by Owner and included in bid documents.)	\$2,600
b. Design and preparation of bid documents for replacing the existing buried exterior low-pressure steam line that carries steam from the east boiler room to the newer west portion of the building. The new steam line will be run internal to the building and the old line will be abandoned in place.	\$2,800
<u>Total Fee for Basic Services:</u>	\$432,900
Projected Reimbursable Expenses for Primary Services	\$21,750

Proposed Project Consultants under contract to Burns & McDonnell:

HOK, courts planning and design
FSC, Inc., code and life safety consultants



Optional Services with Corresponding Fees (Includes Expenses):

1. **Asbestos Survey*:** **\$17,500**
 - a. Survey of the building for asbestos and hazardous materials (excluding lead and built upon the previous survey dated November 27, 1996)
 - b. Asbestos and Hazardous Material Survey Report
 - c. Preparation of a technical specification for required abatement.

*If not contracted with Burns & McDonnell, this will need to be provided by another qualified consultant.

2. **Exterior Building Brick Survey:** **\$35,300**
 - a. Detailed photo survey
 - b. Detailed visual review of the masonry
 - c. Recommended approach to any needed repairs
 - d. Preliminary cost estimate of such repairs
 - e. Keyed plan or elevations
 - f. Keyed summary of recommended work item locations
 - g. Photo summary of conditions
 - h. Written report and presentation of report
 - i. Preparation of performance specification and general repair requirements that could be used to obtain pricing for repair (execution of which is not included in this scope). Full plans and specification for brick repair/restoration is not included.

3. **Overall Building Mechanical/Electrical Survey Update:** **\$14,600**
 - a. Survey will be based on the May 1997 Condition Survey and include an update of the survey.
 - b. Recommendations for improvements
 - c. Development of a phased approach for budgeting/planning purposes
 - d. Identification of any changes/improvements made since the 1997 survey
 - e. Work does not include design of any recommended modifications/improvements apart from those that will be done with the full building renovation design.

4. **Alternative Energy Implementation for Demonstration:** **\$9,500**
 - a. Feasibility study of small wind/solar power installation
 - b. Recommended size (kWh) and location of system
 - c. Cost and return on investment information
 - d. Survey for potential grant funding



5. **Geotechnical Investigation and Report*** **\$13,750**

- a. **Includes four borings (two at the new stair tower and two at the main entrance).**
Assumes that the borings at the entry will be done outside of business hours.

*If not contracted with Burns & McDonnell, this will need to be provided by another qualified consultant.

Potential/Optional Deduct:

Included in the current base scope of work is the design and documentation fee to relocate Courts Records from the second floor to a new location. If, based on the foot traffic study results and the Owner's direction, this relocation is determined to be unnecessary; **\$7,500** will be deducted from the final agreed to contract amount. The Owner may accept this deduction any time prior to commencement of design work on this area of the building.

The proposed fee for the basic scope of work is **\$432,900**, based on an understood total project budget of \$5 million, plus reimbursable expenses estimated to be **\$21,750**. The total fee for the standalone services is a lump sum amount of **\$90,650**, for a total project amount of **\$523,550 plus reimbursable expenses**. Any of the individual standalone service items may be removed from the scope of work for a deduction prior to work commencing on these services.

We would very much like to discuss all this information with you at your earliest convenience. We look forward to getting started on the project.

Best Regards,

Neal Angrisano, AIA
Associate



Proposal Qualifications
Exhibit B**Extent of work as identified in exhibit A to include:**

- Five (5) new courtrooms and their associated support spaces
- One (1) New elevator – double access for inmates/public
Expanded third floor connection if located on north side of building
Required modifications to the existing elevator
- One (1) New egress stair
Doors, signage, hardware, security coordination along with third floor corridor extension and other associated modifications included
- Secure entrance for inmates
Exterior doors/hardware/signage/security coordination included
- Driveway and parking lot changes for secure entrance
- Covered walk way to the north
- Enlarged Main Entryway and vestibule
Exterior doors/hardware/security coordination included
- Common area improvements including new flooring, lighting, ceiling, and paint
New interior doors/hardware /interior signage included as needed
- Exterior signage

Architectural and General Assumptions/Exclusions

- New elevator will be constructed on north side of building if feasible. New stair tower will be constructed on west side of building. Vertical prisoner transportation will occur at this elevator location. A through driveway north of the building will be constructed based on the feasibility of relocating the major utility and HVAC infrastructure on north of building.
- It is assumed that a new complete or partial fire suppression sprinkler system will not be required to be installed in the building and that appropriate fire related life safety requirements can be achieved by other means.
- Scope assumes that new additional restrooms will be required to comply with code mandated fixture count requirements but that no modifications will need to be made to any existing restrooms.
- Scope assumes that no ADA compliance modifications will be required to be made outside of defined areas of work. All renovated areas will be designed to be ADA compliant.
- Assumes Preliminary Code Analysis is done prior to start of work
- No rework of or modifications (beyond new finishes, paint, flooring, etc.) to existing building stairs is included, pending code analysis
- A maximum of 10 bid alternates documented in bid package



-
- Roof is sound and will need no modification/repairs.
 - No modifications/improvements will be made to the exterior building skin (masonry) except that immediately adjacent (within 5 feet) to any additions.
 - Landscape design will be provided by others.
 - Site lighting design, other than building-mounted fixtures, will be provided by others if needed/required.
 - LEED services for LEED Certification are excluded.

Structural Assumptions

- The renovation will not require the existing structure to be upgraded to current codes and standards.
- The new above grade structures (stair tower, elevator enclosure and entry way) will be designed as standalone structures and not be supported by the existing building. The new structures will be designed to current codes and standards.
- Structural renovation will be limited to filling slab openings, making new small slab openings and other minor efforts. Fee has not been included to reinforce major elements of the structure.
- Drawings will be in a 2D Cad package. No 3D modeling of the existing building or the new structures is included.

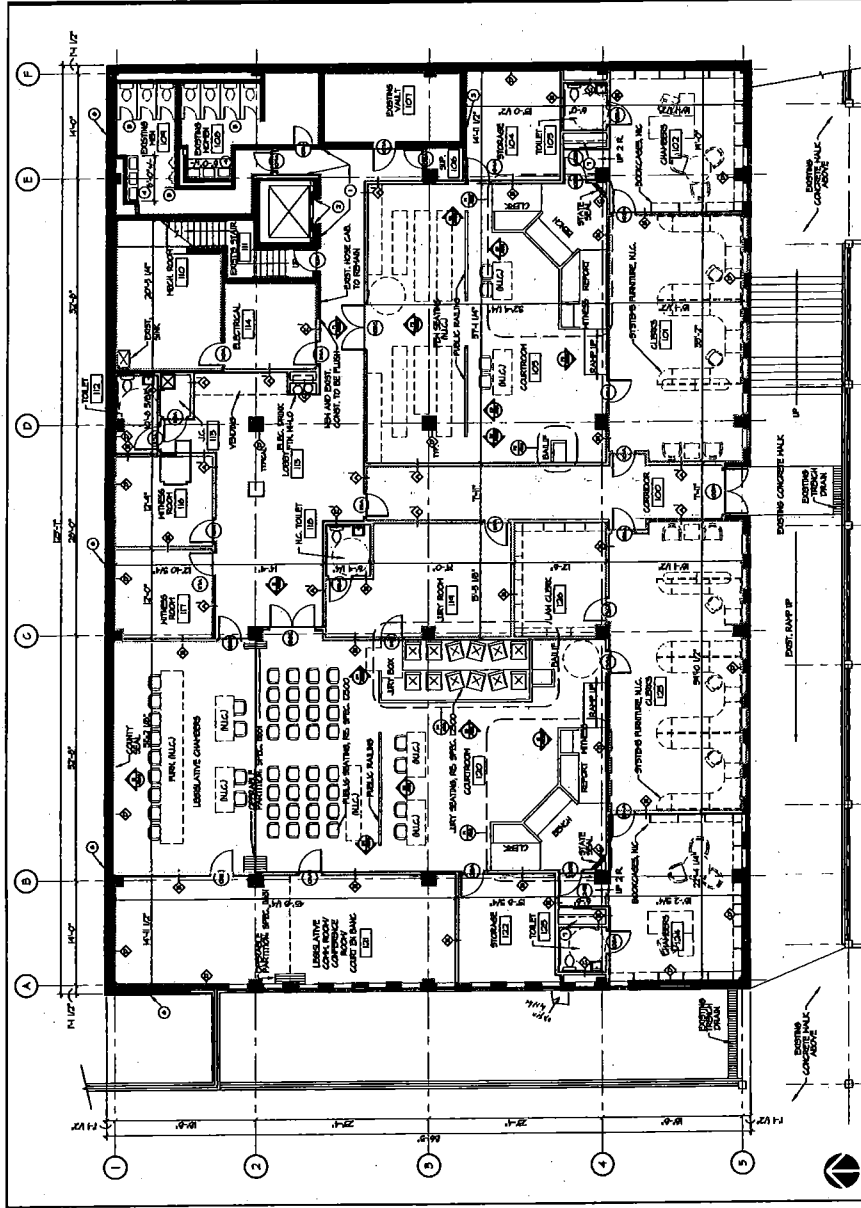
MEP

- Scope provided relies on the accuracy of the information represented in the previous reports provided by the owner
- Assumes the HVAC systems survey (under separate line item in this proposal) will be done prior to start of work.
- Assume renovations scope does not require updating HVAC systems to meet current code beyond those within the defined areas of work or those that serve systems within the defined areas of work.
- Design of potential wind/solar installation is not included pending the outcome of the feasibility study and the County's desire to move forward with such an installation.

Ground Floor - Existing

Housekeeping
 Total Area = 8,647 sf
 Closets
 Total Area = 587 sf
 Mechanical
 Total Area = 334 sf
 All Square Footage
 Total Area = 9,618 sf

Judge's Offices
 Total Area = 778 sf
 Court Rooms (inc. Leg.)
 Total Area = 3,891 sf
 Offices
 Total Areas = 2,445 sf
 Hallways
 Total Area = 879 sf
 Stairs
 Total Area = 112 sf
 Bathrooms
 Total Area = 542 sf
 Housekeeping
 Total Area = 8,647 sf



F3 GROUND FLOOR RENOVATION PLAN
 1/8" = 1'-0"

PROJECT NO.	1000
DRAWN BY	JK
CHECKED BY	JK
DATE DATE	07/17/07
REVISION	DATE

BY DESIGN
 KANSAS CITY, P.C.
 ARCHITECTS-INTERIOR DESIGNERS
 107 Main Street, Suite 1000
 Kansas City, MO 64105
 (816) 462-1000 FAX (816) 462-1001

CONSULTANT - MECHANICAL/ELECTRICAL
JAY CONSULTING ENGINEERS, INC.
 1000 MAIN STREET
 KANSAS CITY, MISSOURI 64105
 (816) 754-8400 FAX (816) 754-8400

PROJECT TITLE
 GROUND FLOOR RENOVATION COURTHOUSE ANNEX
 KANSAS CITY, MISSOURI

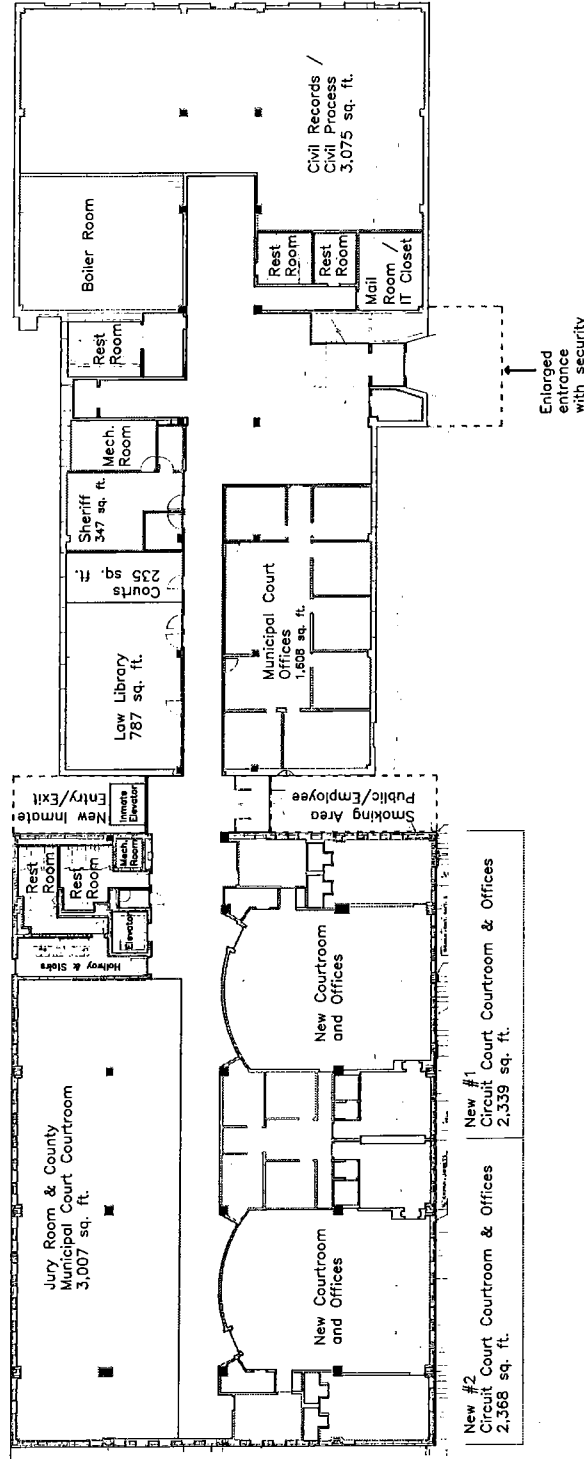
SHEET NUMBER
 A101

JACKSON COUNTY MISSOURI
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 Courthouse Annex - Indep.
 Ground Floor
 PLAN VIEW

DESIGNED BY	JK	SHEET	1	OF	4
DRAWN BY	JK	CHECKED BY	JK	DATE	07/17/07
SCALE	AS SHOWN				

1st Floor - Proposed

revised 5/11/12



Entity	Before	After
Prosecutor	1,969	0
Municipal Court Offices	347	1,608
Jury Room & County Municipal Court Courtroom	1,520	3,007
Civil Records / Civil Process	188	3,075
Courtrooms & Offices	235	4,941
Sheriff	409	347

New #1
Circuit Court Courtroom & Offices
2,339 sq. ft.

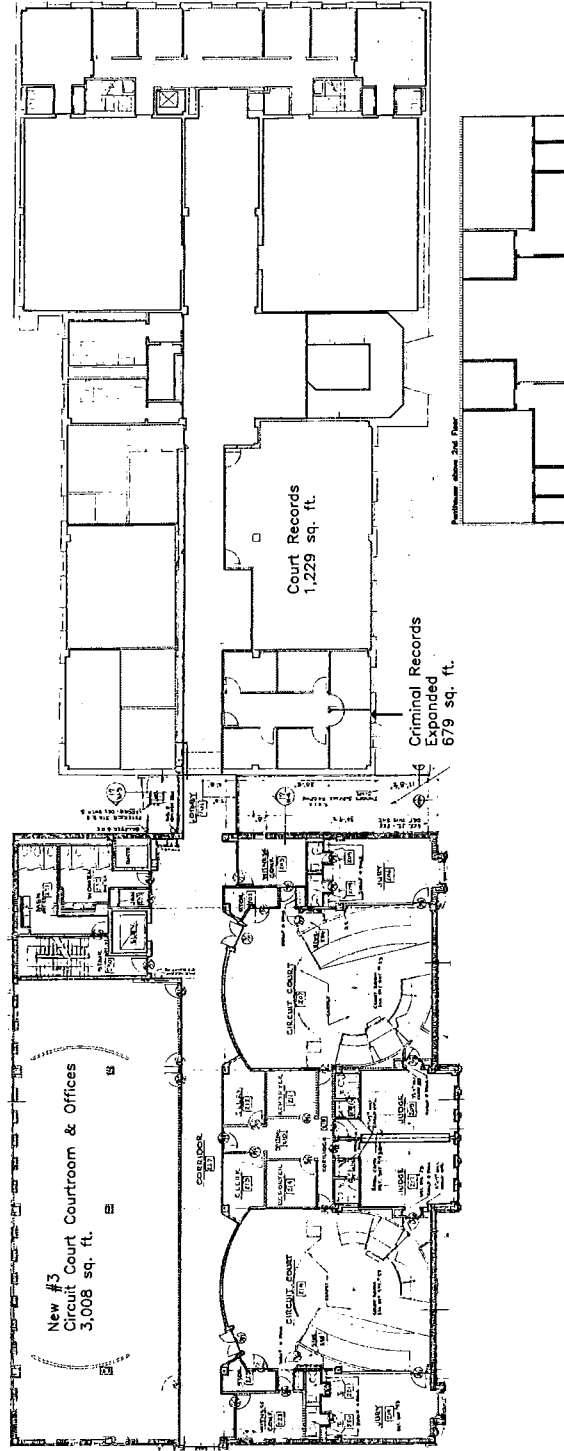
New #2
Circuit Court Courtroom & Offices
2,368 sq. ft.

JACKSON COUNTY MISSOURI
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Courthouse Annex - Indep.
1st Floor
PLAN VIEW

DESIGNED BY: []
DRAWN BY: []
CHECKED BY: []
DATE: 5/11/12
SHEET 2 OF 4

2nd Floor - Proposed

revised 5/11/12



Entity	Before	After
Prosecutor	679	0
Civil Records	3,008	0
Criminal Records	0	679
Courtrooms & Offices	0	3,008

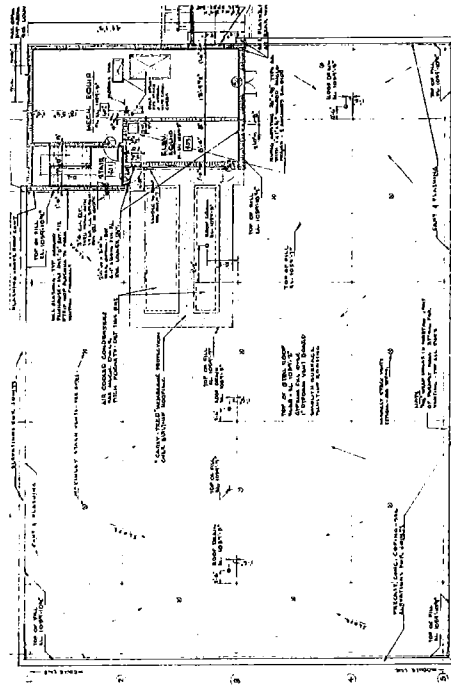
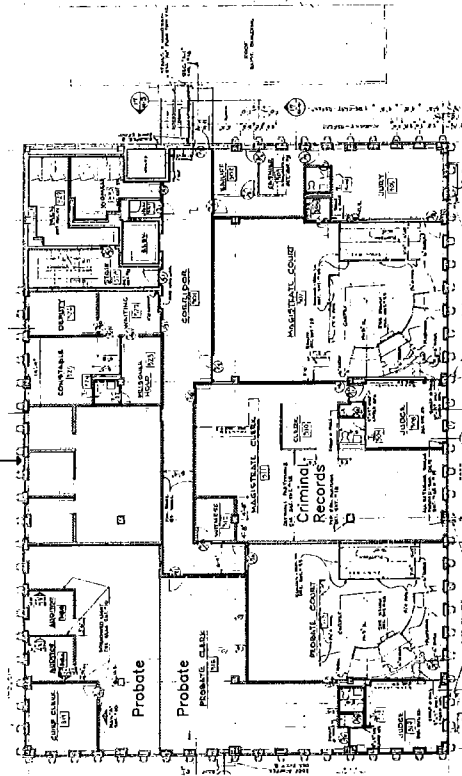
JACKSON COUNTY MISSOURI
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Courthouse Annex - Indep.
2nd Floor
PLAN VIEW

DESIGNED BY	DATE	SHEET
DRAWN BY	SCALE	J of 4
REVISIONS		

3rd Floor — Proposed

revised 5/11/12

New #4
Associate Circuit
Court Courtroom
726 sq. ft.



Square Footage Changes - 3rd Floor		
Entity	Before	After
Prosecutor	726	0
Courtrooms & Offices	0	726

JACKSON COUNTY MISSOURI
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Courtthouse Annex - Indep.
3rd Floor
PLAN VIEW

DESIGNED BY	DATE	SHEET	OF
CHECKED BY	DATE		

Exhibit C

Jackson County Courthouse Annex Remodel

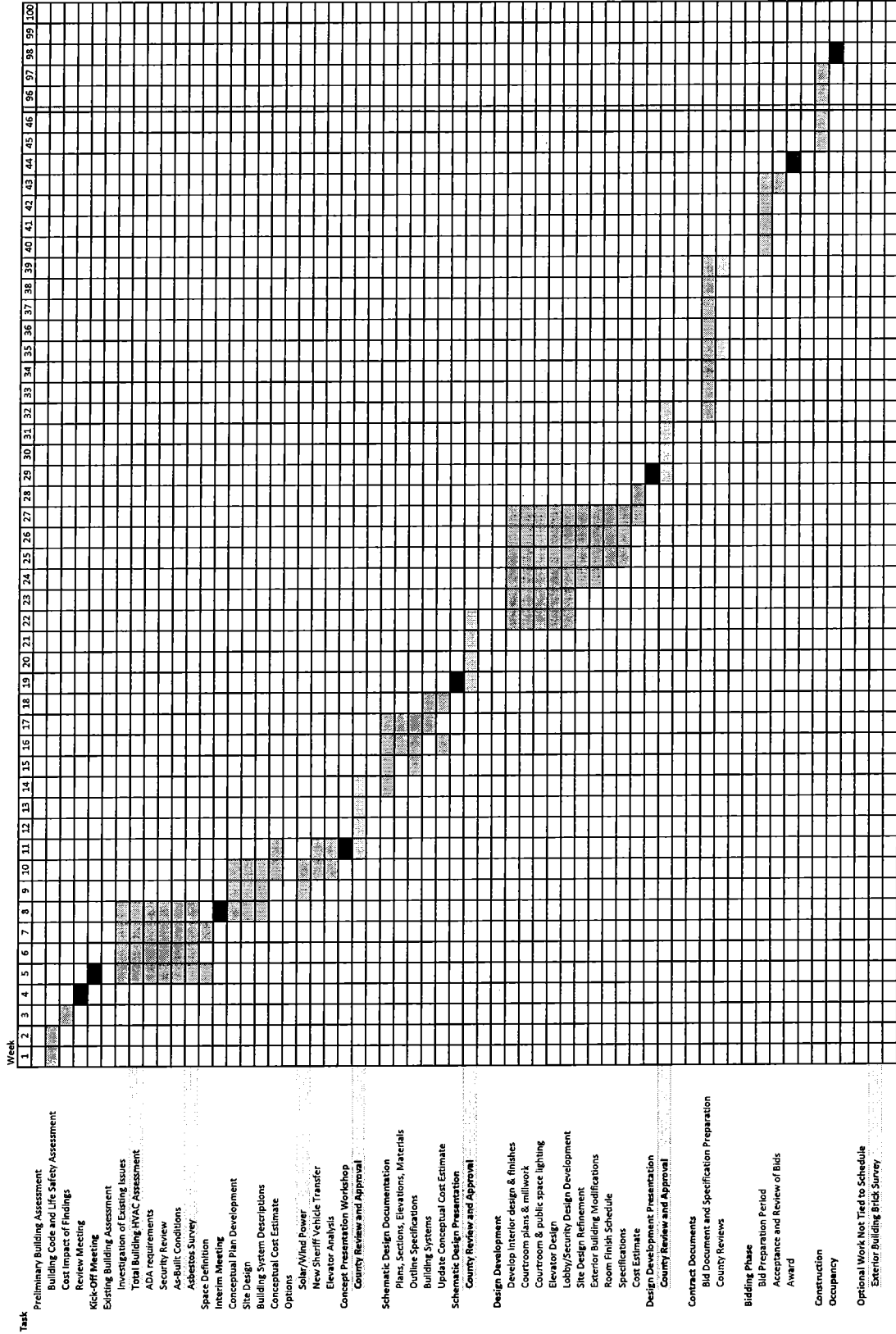


Exhibit D

Supplemental Terms

Article 1. Construction Phase Services.

1.1 The Architect shall advise and consult with the County during the Construction Phase Services as set out in Exhibit A. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.2 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Exhibit A, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the County reasonably informed about the progress and quality of the portion of the Work completed, and report to the County (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

1.3 The Architect has the authority to reject Work it observes that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.4 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either,

and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.6 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the County, based on the Architect's evaluation of the Work as provided in Section 1.2 of Exhibit D and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

1.7 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

1.8 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.9 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Submittals not bearing a professional seal and signature, when required, may be rejected without review. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.10 The Architect shall review and respond to requests for information ("RFI") about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements

for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness considering the number of RFI's pending and the complexity of the requested information. If appropriate, the Architect shall prepare and issue supplemental drawings and specifications in response to requests for information.

1.11 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.12 The Architect's inspections shall be conducted with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. These inspections are the only comprehensive inspections required by this Agreement and are not to be confused with periodic site observations made during the course of construction under Paragraph 1.2 of Exhibit D.

1.13 When the Work is found to be substantially complete, the Architect shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.14 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the County:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents, consisting of one inspection and one re-inspection
- .4 Two (2) inspections for any portion of the Work to determine final completion, consisting of one inspection and one re-inspection

1.15 With regard to paragraph 1.14, a site visit or inspection by a subconsultant of the Architect shall be deemed to be a visit or inspection by an Architect.

Article 2. Duration.

2.1 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the

Architect's services beyond that time shall be compensated as Additional Services. Any remaining fee in the Agreement that has been unearned and unbilled as of such date shall revert to the County and the fee arrangement shall convert to an hourly fee per Architect's current Rate Sheet at that time.

Article 3. Cost Estimates.

3.1 Since the Architect has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of Architect's experience and qualifications and represent Architect's reasonable judgment as a design professional familiar with the construction industry, but Architect cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by the Architect. If the County desires more accurate information on Project cost, it shall retain the services of a construction estimator. However, the Architect is aware of the County's budget for construction of the Project and reasonably believes it can design the Project within the County's budgetary parameters. If the lowest and best bid submitted on the construction of the Project is in excess of the budget, the Architect agrees that it will perform such additional design services as are necessary to reduce the cost of the Project such that it can be value-engineered or re-bid to come within the County's budget, at no additional cost to the County.

Article 4. Disputes and Governing Law.

4.1 The Architect and County waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

4.2 In the event a dispute shall arise between the parties to this Agreement, then as a condition precedent to any legal action by either party, the parties agree to participate in at least four hours of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Kansas City, Missouri.

4.3 This Agreement shall be governed by the law of the State of Missouri.

Article 5. Insurance.

5.1 The County will furnish certificates of insurance verifying that the Architect is named as an additional insured on the Comprehensive (or Commercial) General Liability (CGL) policy applicable to the Project carried by the County, if any, and by the Contractor(s) on the Project, with limits at least equivalent to the Comprehensive General Liability insurance required to be carried by the Architect.

5.2 To the extent damages are covered by property or general liability insurance, the County and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The parties shall obtain endorsements, where required, for this waiver of subrogation.

The County or the Architect, as appropriate, shall require of the contractors, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

5.3 The County further agrees to require the Contractor and all subcontractors on the Project to include in their contracts with the County, a provision requiring Contractor and its subcontractors to indemnify and defend the Architect for any claims arising out of the negligence or breach of contract of the Contractor or its subcontractors or their employees or suppliers.

5.4 This is a renovation project involving many unknown conditions in the existing structure, and Architect makes no warranty, express or implied, that its design is free of errors. County and Architect agree that certain increased costs and changes may be required and are anticipated due to existing unknown conditions and omissions, errors or inconsistencies in drawings and specifications prepared by Architect. Architect shall be responsible for costs incurred by the County due to changes resulting from design errors, omissions, or inconsistencies, to the extent caused by Architect's negligent acts, errors, or omissions. Cost increases as a result of County requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Architect be responsible for direct costs of designing betterments or improvements to the Project that County would have incurred in the construction contract but for the Architect's error or omission.



JACKSON COUNTY

Public Works and Facilities Management Departments

303 West Walnut Street
Independence, Missouri 64050
www.jacksongov.org

Administration Offices
303 W. Walnut
Independence, MO
64050
(816) 881-4530
Fax: (816) 881-4448

*Planning and
Environmental Health*
303 W. Walnut
Independence, MO
64050
(816) 881-4634
Fax: (816) 881-1650

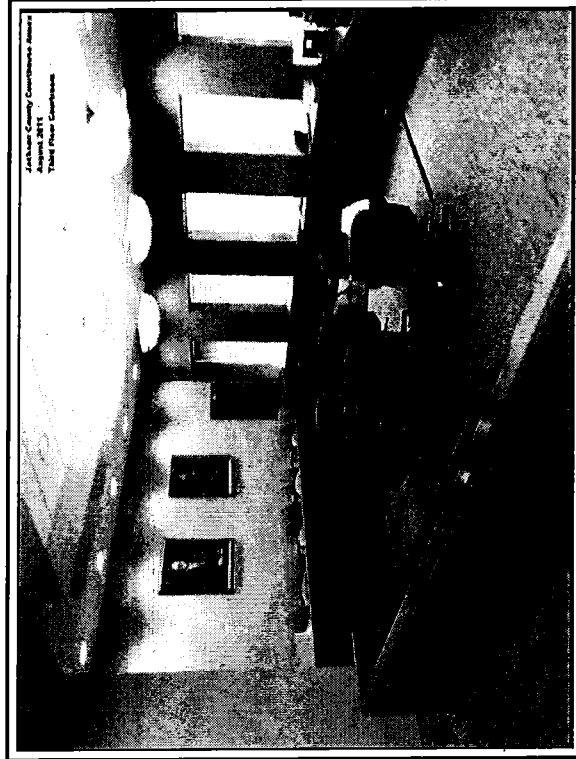
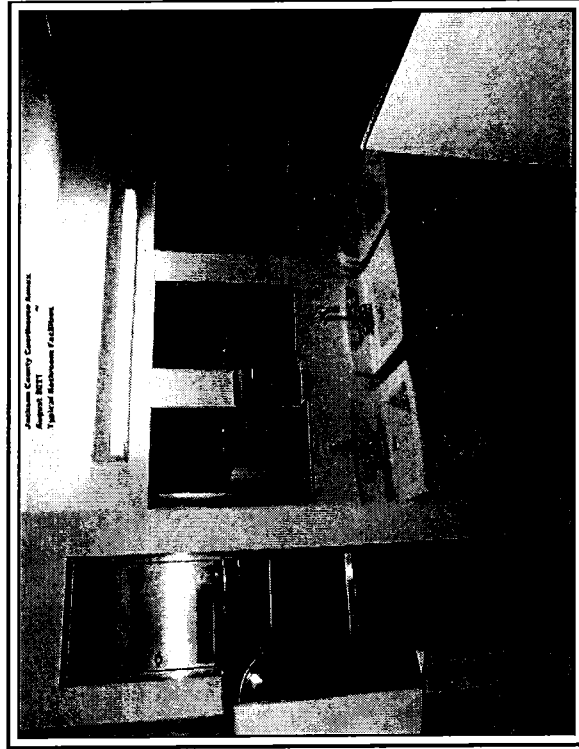
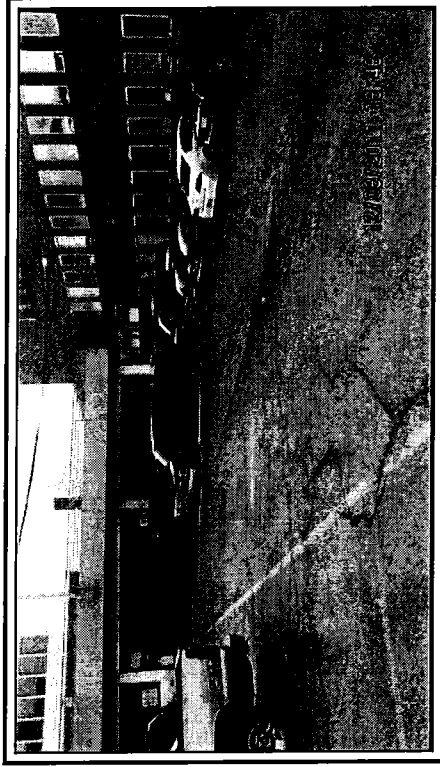
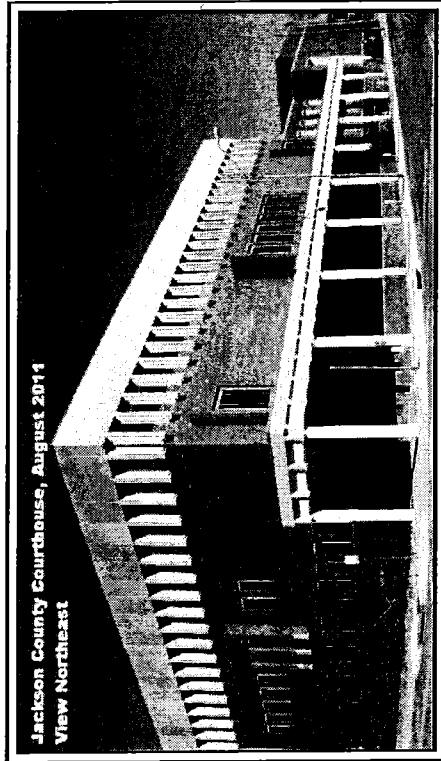
Road Maintenance
34900 E. Old U.S. 40 Hwy.
P.O. Box 160
Grain Valley, MO
64029
(816) 847-7050
Fax: (816) 847-7051

RLA Exhibit 1

Highlights of Extent of work:

- Five (5) new courtrooms and their associated support spaces
- One (1) New elevator – double access for inmates/public
Expanded third floor connection if located on north side of building
Required modifications to the existing elevator
- One (1) New egress stair
Doors, signage, hardware, security coordination along with third floor corridor extension
and other associated modifications included
- Exterior doors/hardware/security coordination included
- Common area improvements including new flooring, lighting, ceiling, and paint
New interior doors/hardware /interior signage included as needed
- Exterior signage
- Building Code and Life safety Compliance Study
- Secure entrance for inmates
Exterior doors/hardware/signage/security coordination included
- Driveway and parking lot changes for secure entrance
- Covered walk way to the north
- Asbestos Survey
- Exterior Building Brick Survey
- Overall Building Mechanical/Electrical Survey Update
- Alternative Energy Implementation for Demonstration
- Enlarged Main Entryway and vestibule

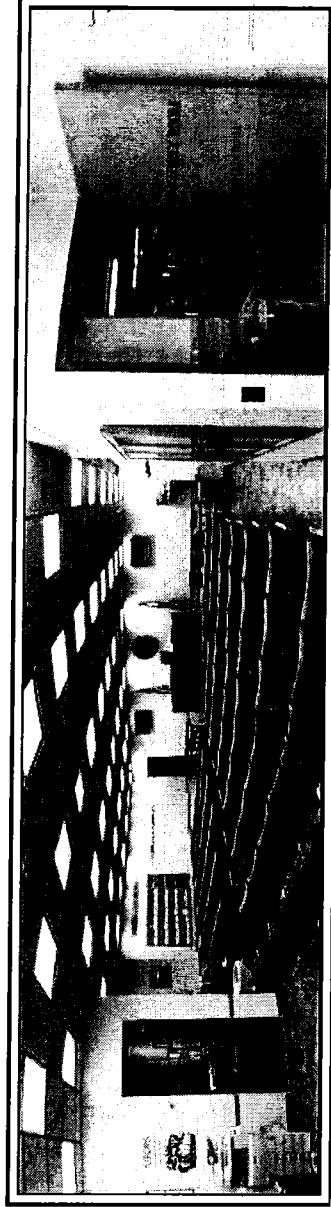
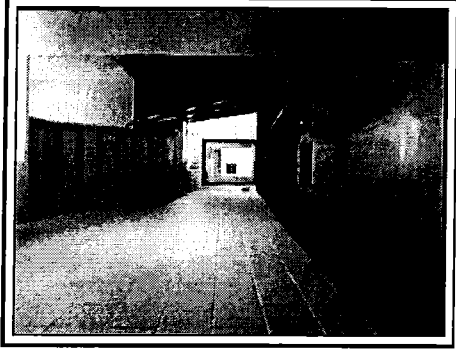
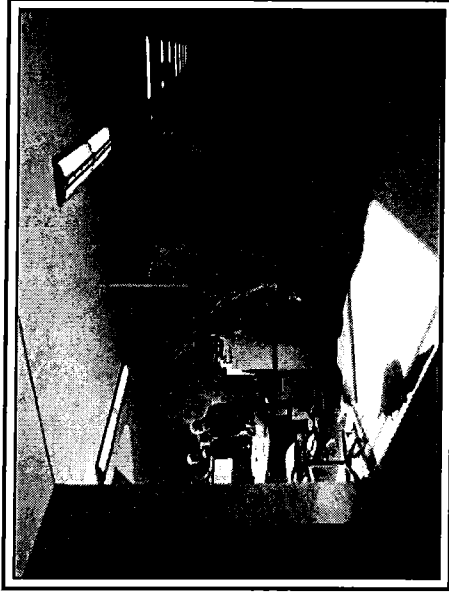
Michael D. Sanders, County Executive



Independence Missouri

Renovation of Jackson County Courthouse Annex

County Project Number 3146



Confirmation Memorandum
Jackson County Missouri - Department of Public Works

TO: Ms. Dana Tadlock
Collection Department

FROM: Scott George
Special Projects, Planning and Environmental Health Division

DATE: February 13, 2013

SUBJECT: Request for Tax Clearance of Design Consultant / Contractor
Project Name: Renovation of Jackson County Courthouse Annex
Project No. : 3146

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

Burns and McDonnell Engineering Company, Inc
9400 Ward Parkway
Kansas City, MO 64144
816-349-6783

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

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	<u>\$1,663.38</u>	<u>\$0</u>
MERCHANTS	<u>\$ 25.00</u>	<u>\$0</u>
INDIVIDUAL	<u>NA</u>	<u>\$0</u>
REAL ESTATE	<u>\$20,767.24</u>	<u>\$0</u>

Dana Tadlock
Signature (Person Verifying)

CC: Larry Schall, Director of Public Works
File – design contract

Missouri Secretary of State, Jason Kander

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
 - By Charter Number
 - By Registered Agent
 - For New Corporations Verify
 - Verify Certification Registration Report
 - File Online File Fictitious Name Registration
 - File Online Renew Online File LLC Registration
 - File Online Online Orders
 - Register for Online Orders
 - Order Good Standing
 - Order Certified Documents

Filed Documents

Date: 2/20/2013 (Click above to view filed documents that are available.)

Business Name History

Name	Name Type
BURNS & MCDONNELL ENGINEERING COMPANY, INC.	Legal

General Business - Domestic - Information

Charter Number: 00143749
Status: Good Standing
Entity Creation Date: 9/1/1970
State of Business.: MO
Expiration Date: Perpetual
Last Registration Report Filed Date: 4/25/2012
Last Registration Report Filed: 2013
Registration Report Month: January

Registered Agent

Agent Name: INCORP SERVICES, INC.
Office Address: 2847 S. Ingram Mill Road Suite A-100
 Springfield MO 65804

Mailing Address:

Commissions	Corporations	UCC Office
Phone: (573) 751-2783 Toll Free: (866) 223-6535	Phone: (573) 751-4153 Toll Free: (866) 223-6535	Phone: (573) 751-4628 Toll Free: (866) 223-6535

600 West Main Street
 Jefferson City, MO 65101
 Main Office: (573) 751-4936

Certificate of Compliance

Burns & McDonnell Engineering Co., Inc.

Whose Affirmative Action Program has been found to be in compliance with Chapter 6, Jackson County Code which prohibits discrimination in employment practices and promotes equal employment opportunity by contract. Some Business - Jackson County.

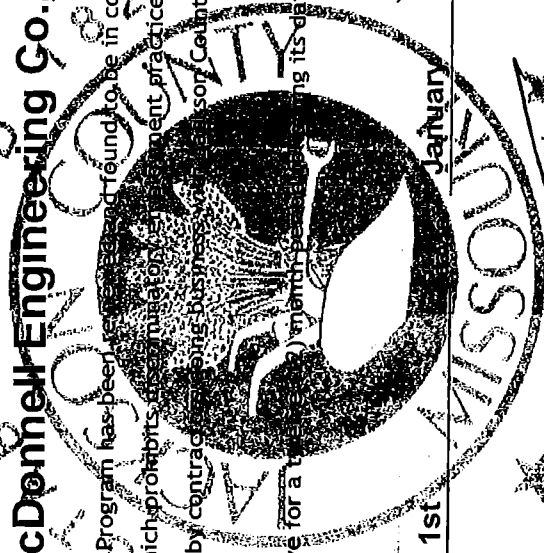
This certificate is effective for a term of 12 months beginning its date of execution.

Executed this

1st

January

2013



Tom Wymisch

COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI