AMENDMENT NO. 1 To AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES For

"RENOVATION OF HISTORIC TRUMAN COURTHOUSE, PROJECT NO. 3147"

This Agreement Amendment is m	nade by and	between P	Piper-Wind Ar	chitects, Inc.,
hereinafter called "Architect" or '	'Consultant'	", and the	County of Jacl	kson, Missouri,
hereinafter called "County", this	23	_ day of	October	2012.

Whereas, it is the mutual desire of the parties hereto to amend the original Agreement, entered into on the 31st day of January, 2012 hereinafter called the "Existing Agreement".

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

ARTICLE I – ADDITIONAL SERVICES:

The following items as described herein and summarized on attached Exhibit A, dated August 22, 2012 and revised on October 1, 2012, are additional services to be provided by the Architect:

- Include concept, preliminary and final designs for two (2) additional tenants in the Historic Truman Courthouse;
- Add the east basement as finished space to be occupied by tenants with two (2) additional handicap accessible restrooms;
- Design west basement, converting two large existing restrooms and a prisoner processing room into employee break rooms with two (2) employee restrooms (not handicap accessible);
- Design additional storage space in the boiler room area and the tunnel connecting the east and west basements:
- Design three (3) frameless glass walls with securable doors to isolate various sections of the Historic Truman Courthouse without obstructing view of those historic common areas;
- Incorporate bullet resistance into design of the service counters in the Collections/Assessment area in the southwest corner of the first floor;
- Convert a closet in the west corridor of first floor into a security booth;
- Design security, telephone and computer terminal cabling system for County Information Technology (IT) Department. Wires and conduit will be installed by the general contractor. County will provide installation of equipment only; and,
- Design emergency backup generator sufficient to operate essential operations equipment. IT Department staff will determine a list of essential equipment and provide to the Consultant.

FILED

OCT 2 3 2012

MARY JO SPINO COUNTY CLERK 10/03/12

ARTICLE II - PERIOD OF SERVICE:

The Period of Service for both the Existing Agreement and this Amendment No. 1 shall be through completion of construction of the improvements. All other services and deliverables shall remain as stated in the Existing Agreement.

ARTICLE III - PAYMENTS TO ENGINEER:

The payment provision shall be revised as described below:

Change the Existing Agreement, Article XIII "Payments to the Architect" from Not-To-Exceed to Lump Sum fee.

COUNTY will pay a Lump Sum fee of \$66,550 as compensation for required additional services, including expenses, as set forth in the attached Architect's Proposal Exhibit A, dated August 22, 2012 and revised on October 1, 2012. All payments to the Architect for these Additional Services shall be made in conformance to the payment terms in the Existing Agreement.

ARTICLE IV – ATTACHMENTS:

Exhibit A - Summary of Engineering Proposal for Additional Work, including cost estimates dated August 22, 2012 and revised on October 1, 2012.

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

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 its hand and seal.

Approved by:	Recommended by
Michael D. Sanders	Fred Siems
County Executive	Acting Director of Public Works
Approved to form this	ATTEST: Lary Divo CLERM OF COUNTY LEGISLATURE
REVENUE CERTIFICATE	
I hereby certify that there is a balance otherwappropriation to which this Agreement is chaunencumbered in the treasury from which pathe obligation of \$_\left(\reft(\left(\reft(\text{\reft(\left(\text{\reft(\tex)\text{\reft(\trie\t{\reft(\text{\reft(\text{\reft(\text{\reft(\t	vise unencumbered to the credit of the argeable, and a cash balance otherwise syment is to be made, each sufficient to meetwhich is hereby authorized.
October 22, 2012 Date	Finance Director
Account Code <u>001 - 5101 - 6</u> 51012012038	<u>080</u>
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EXHIBIT A

PIPER-WIND ARCHITECTS, Inc.

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

August 22, 2012 (rev. 10,01,2012)

Mr. Fred Siems, Acting Director Jackson County Public Works Department 303 W. Walnut St. Independence, MO 64050 c/o Mr. John McClernon, Project Manager le wo

RE:

Proposal for Additional Architectural, Engineering and Related Design Consulting Services Jackson County Historic Truman Courthouse Renovation Project Jackson County Project Number 3147

Dear Mr. Siems:

Pursuant to our Agreement for Professional Architectural Design Services, under Article II – Additional Services, we understand that the County would like to exercise their right to request additional work based on changed or unforeseen conditions which require changes and work beyond the scope of the base contract. We understand that, upon approval of the additional services proposal articulated herein, an Addendum to the Agreement will be executed covering the changes in compensation.

We look forward to our continued service to the County under this contract, the completion of the drawings and the upcoming construction.

Project Understanding:

The County has requested the following additional work be performed by the Piper-Wind Architects design team under this contract.

Expand the basic scope of services to include additional finished space in the basement level, which
will allow the addition of an Art Gallery and Media Center to the second floor. These additional tenants
and facilities were not included in the basic scope of services.

This result of this request is the necessary complete renovation and restoration of the basement level such that the above departments can fit within the confines of the building, and necessitating other tenants / spaces included in the basic scope of services, to be relocated to the additional space provided in the basement.

Included in this scope would be new ADA compliant bathrooms at the basement level, the use of the basement level for one of the main tenants, and related infrastructure for that tenancy. An increase of all basic scope of services including programming, planning, design and construction documentation is anticipated.

Article I of the Agreement for Architectural Design Services references Attachment A, which outlines the proposed Scope of Services. This Scope of Services embodied the scope as outlined in the original request for proposals as supplemented by meetings and/or discussions with the Jackson County Public Works Department

Proposal for Additional A/E and Related Design Services Jackson County Historic Truman Courthouse Renovation August 22, 2012 Page 2 of 4

(specifically, Jerry Page, Earl Newill and John McClernon – ref. mtg. minutes dated 10.27.2012). The Scope of Services states, in several places, that: 1) the renovations were to be for the first and second floors, 2) bathroom renovations were to be for the first and second floor, and, 3) the tenants that were to be accommodated in the Courthouse were to be the Assessor's, Collector's, and Recorder's offices, some presence on the first floor for the City's Tourism Bureau, the Jackson County Historical Society with some presence for the Jackson County Administration. The additional tenants indicated italics above represented an increase of approximately 20% of space in the basement (excluding building mechanical and historical society storage areas) in order to accommodate them. Given that this is all unique space, no economies of scale can be realized.

- 2. Accommodate within the building the following additional tenants and facilities not included in the basic scope of services, and not included in the approved program and final space plans:
 - a. Change the Assessment Department's Personal Real Property Division's space to the Assessment Department's Business Personal Property Division within the same footprint. Since the BPP's current space is larger than the Personal Real Property's space, accommodate their additional storage / filing space needs by restoring additional space in the basement level.
 - b. Add the Communications Department to the building. In addition to the new Media Center to be located on the second floor, make the appropriate changes to the plans to accommodate the Communications Department on the first floor. Make additional changes to the basement level, including, but not limited to, reconfiguring the existing men's and women's restrooms into an employee break-room and dining area, and two employee bathrooms.

Both of these departments were added after the project programming meetings had been held, after the preliminary design layouts were completed, and furnishings were being planned. Specific dates are as follows:

 Per approved schedule, milestone date requirements to have project ready to be advertised by Sept, 2012, were as follows:

Pre-design approved by March 15th

Schematic Design, including space plans, approved by April 15th

Design Development, including furniture plans, approved by May 21st

- Programming reviews for all Departments to be included in the building: Feb 22nd Feb 27th, 2012.
- Space Plan reviews for all Departments to be included in the building: March 27th March 28th, 2012,
- Space allocations (ref. email from S T-K) were approved April 5, 2012.
- Furniture Plan reviews for all Departments to be included in the building: April 30th May 1st, 2012.
- Communications Dept was added to the program per email approximately May 18th, 2012, after designs had been completed for review (ref. email from ST-K, dated May 17, 2012).
- Changes to accommodate basement level Break Room request were presented June 1, 2012.
- Change from IPP Assessment to BPP Assessment in first floor northwest quadrant: June 21st (submitted on June 29th), after furniture planning had been completed for IPP in same space.
- 3. Prepare final designs and plans for a heightened security system within the building, (which is due, in part, by the building's inability to accommodate a typical security screening system, as well as special requests by various County Departments). As such, incorporate in the design, the following:
 - a. Frameless glass walls / secured entrances at various locations at the basement, first and second levels.

Proposal for Additional A/E and Related Design Services Jackson County Historic Truman Courthouse Renovation August 22, 2012 Page 3 of 4

- b. A bullet resistant glass and wall partition system, separating all Collections and Assessment Department employee work / clerk areas from their public interface / lobby areas on the first floor.
- 4. Provide IT Cabling Infrastructure Design Services and incorporate such into the General Construction Bid Documents. A related fee proposal from the Lankford and Associates is attached. This scope was originally anticipated to be accommodated by either Jackson County in-house staff or their service provider. In conversations with County representatives, the County's IT Department has stated that they do not have the wherewithal to produce the IT cabling / infrastructure plans, specs, nor engage in its installation and has requested that the PWA team provide those services on their behalf. This scope of work was not included in the original contract.
- Incorporate an emergency generator into the project scope. A related fee proposal from Lankford and Associates is attached. This scope was added to the project after internal meetings amongst Jackson County IT and Administrative Personnel.

The work described above shall include all necessary scopes of services as outlined in the basic agreement including pre-design, programming and planning, schematic design, design development, construction documents, bidding, construction administration and project close-out services.

Proposed Scope of Work

- 1. Per the attached proposals from Lankford and Associates. It is intended that this scope of work be included in the Phase Two Construction/ Bid Package.
- 2. Modified plans will be included in the Phase Two Construction / Bid Package.

Schedule

Piper-Wind Architects, Inc. can begin work immediately upon the receipt of Notice to Proceed, and shall endeavor to incorporate the work into the plans at quickly as possible so that the Phase Two construction package may be bid.

Compensation:

The above additional services will be performed for the lump sum amount of Sixty-Six Thousand Five Hundred Fifty Dollars (\$66,550.00), including reimbursable expenses.

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.

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

Principal Architect:	\$145/hour	Project Architect Level III:	\$105/hour
Senior Project Manager:	\$125/hour	Project Architect Level II:	\$100/hour
Project Manager:	\$110/hour	Project Architect Level 1:	\$95/hour
Job Captain:	\$105/hour	Intern Architect Level III:	\$90/hour

Proposal for Additional A/E and Related Design Services Jackson County Historic Truman Courthouse Renovation August 22, 2012 Page 4 of 4

Intern Architect Level II:

\$85/hour

Intern Architect level 1:

\$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 subconsultants who are working on an hourly, not-to-exceed basis are as indicated in the attached sub-consultant proposals.

Standard of Care:

The services performed by Piper-Wind Architects, Inc. under this Agreement will be conducted in a manner consistent with that level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions in the same geographic area. Piper-Wind Architects, Inc. will be responsible for the data, interpretations, and recommendations provided in performing its services hereunder, but shall not be responsible for the interpretations by others of the information developed. There are no warranties given to the Owner either expressed or implied.

Qualifications:

Construction Means and Methods Disclaimer: Piper-Wind Architects, Inc. will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are all the responsibility of the contractor(s) performing the work.

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.

Method of Payment: Invoices will be sent to the Owner for work performed and expenses incurred by Piper-Wind Architects, Inc. on a monthly basis, based on the progression of the work, and are due upon receipt. Interest of one percent (1%) per month will be payable on any amount not paid within thirty (30) days from the date of invoice.

Termination: Either the Owner or Piper-Wind Architects, Inc. may terminate this Agreement at any time upon written notice to the other party of such termination, specifying the effective date thereof. If termination occurs prior to the completion of work hereunder, Piper-Wind Architects, Inc. shall within thirty (30) days thereafter submit a statement of work performed and expenses incurred to the date of termination, which will become due and payable at that time. Piper-Wind Architects, Inc. shall have no responsibility for work that is incomplete due to an early termination.

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

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

Eric J. Piper, AIA Principal

EXHIBIT A

Jackson County Historic Truma	n Courtl	house Re	enovation	Additi	ona	l Se	rv	ice	s R	equest #1	1
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August 3, 2012

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

Re: Historic Truman Courthouse Renovation Independence, MO

Dear Eric,

Per our meeting held on Friday August 3, 2012 we propose to submit our proposal for Cabling Infrastructure Design Services to Piper-Wind (Client) for the Historic Truman Courthouse Renovation (Project) for Jackson County (Owner). We look forward to the opportunity of working with you and your staff on the project, and we do not think you will be disappointed in our performance or in the quality of our services. Based on the information discussed, we have developed the following proposal.

Scope of Services

Two (2) initial pre-design meetings including Phase review with Client;

Three (3) design/coordination meetings with Client;

Coordination with Owner, Architectural and MEP Consultants;

Coordinate installation and provide drawings of required conduit, sleeves and cable tray or other distribution means/methods for incorporation into construction documents;

Prepare Communications Cabling Infrastructure plans and specifications based upon information obtained with meetings held with the client and the Owner;

Construction drawings will be prepared using AutoCAD. 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 and dealers

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

Mr. Eric Piper August 3, 2012 Page 2 of 5

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.

Provide construction documents designed to currently enforced local applicable code/standard for tenant space build out, based on design meeting(s) with the client in accordance with laws, codes, ordinances, rules, and regulations in effect as of the date of this Agreement;

This proposal does not include any design of network or servers but does include time to coordinate with Owner's representative for Telcom room layout.

Review of shop drawings for purpose of conformance with design intent;

Three (3) site visits at intervals appropriate to the stage of construction that allows Consultant to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or the quantity of the work. Consultant shall have no responsibility for construction means, methods, techniques, sequences, or procedures, or for safety programs or precautions in connection with the work, as these are solely the responsibility of the construction contractor. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of the contractor, subcontractors, suppliers or any other entity furnishing materials or performing any work on the project. Consultant shall provide Owner with Field Reports of observations following each site visit.

If more extensive project observation or full-time project representative is desired, request shall be made for such services to be provided by Consultant as Additional Services in accordance with the terms of this Agreement, which will be billed at hourly rates pursuant to the attached current hourly charge-out rate sheet.

Review of "Operations & Maintenance Manuals", "System Certification Reports", and "Record Drawings". Because Record Drawing documents are based on unverified information provided by other parties which will be assumed reliable, Consultant cannot and does not warrant its accuracy and/or completeness;

Provide design services, without additional charge to Client, for design corrections of errors and omissions resulting from services performed under this agreement.

Construction Design shall include construction documents (English unit based) based on design meetings and design drawings/coordination meetings with the Client.

Consultant proposes to provide these services for a lump sum fee of \$9,876.00 plus reimbursables. Additional services as a result of Client or Owner requested changes to the scope of services outlined by this Agreement, development of new drawings or

Mr. Eric Piper August 3, 2012 Page 3 of 5

changes after the final design has been submitted will be charged at Consultant's normal hourly rate pursuant to the attached charge-out rate sheet.

In addition to the above-stated fee, the following Reimbursable Expenses will be billed at Consultant's cost times a multiplier of 1.10: copying, deliveries, long distance telephone calls, mileage, plotting and printing.

Contracts 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 an additional 1-1/2 percent per month.

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 CONSULTANT'S LIABILITY FOR THE NEGLIGENT ACTS, ERRORS OR OMISSIONS ARISING FROM SERVICES PROVIDED BY CONSULTANT WILL BE LIMITED TO THE AMOUNT OF \$50,000. 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. Subject to the above exceptions, 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

Mr. Eric Piper August 3, 2012 Page 4 of 5

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 similar provision for dispute resolution. In the event the dispute is not resolved through mediation, the prevailing party in any subsequent litigation or arbitration shall be entitled to recover its attorneys' fees and legal expenses and costs from the other party(ies). During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder, except no payment shall be due for work presently in dispute. Upon completion or earlier termination of this Agreement, the terms of this paragraph will survive.

This agreement may be terminated by either party upon thirty days' written notice should there be substantial non-performance by the other party, through no fault of the party initiating the termination; however, the non-performing party may cure or submit a plan for cure reasonably acceptable to the other party during such notice period. Delays in performance caused by Consultant and resulting in other project delays may be considered substantial non-performance. In the event of termination caused by the Client, Consultant shall be compensated for all services performed, together with Reimbursable Expenses incurred, prior to the termination date. Neither Client nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the control of the non-performing party.

A waiver by either Client or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Client and Consultant each binds itself, and its successors, executors, administrators, permitted assigns, legal representatives and, in case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this Agreement.

Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Consultant may assign its rights to payment without Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

The services provided for in this Agreement are for the sole use and benefit of Client and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Consultant.

This Agreement represents the entire and integrated agreement between Client and Consultant. It supersedes all prior and contemporaneous communications,

Mr. Eric Piper August 3, 2012 Page 5 of 5

representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

Your signature in the space provided below constitutes acceptance of the terms and conditions of this proposal and serves as formal authorization to proceed on this project. Please return one signed copy of this letter evidencing our Agreement as set out herein.

Thank you again for giving us the opportunity to propose the above engineering services to you. We look forward to working with you and understand the importance of quality design and service to Piper-Wind Architects and the Owner. If you have any questions or concerns on the proposed scope of services or on the fee, please feel free to contact us at your convenience.

Sincerely,					
Don Erisman					
Don W. Erisman, <i>P.E., CBCP, CxA</i> Principal					
DWE:sdh					
AGREED TO AND ACCEPTED:					
Piper-Wind Architects, Inc					
Ву:					
Title:					
Date:					



August 21, 2012

Mr. Eric Piper Piper-Wind Architects, Inc 2121 Central, Suite 143 Kansas City, MO 64108

Re: Additional Engineering Services – Jackson County Historic Courthouse – Emergency Generator

Dear Eric,

Thank you for the opportunity to submit a proposal for additional engineering services for the addition of an Emergency Generator. Based on the information provided we have developed the following proposal.

Scope of Services

- This proposal is based on information we received from emails, and the revised plans from your office.
- This additional service allows us to provide modifications to the construction documents as required for addition of an emergency generator.
- Additional services will follow the agreed upon terms and conditions as outlined in the original proposal dated December 12, 2012.

We propose to provide these additional services for a flat fee of \$4,237.00, plus reimbursable expenses.

Thank you again for giving us the opportunity to propose the above additional engineering services to you. If you have any questions or concerns on the proposed scope of work or on the fee, please feel free to contact me immediately.

Sincerely,

1730 Walnut Street Kansas City, Missouri 64108

816.221.1411

Fax: 816.221.1429

Dan Erisman

Don W. Erisman, P.E., CBCP, CxA Principal