

KANSAS CITY, KANSAS COMMUNITY COLLEGE
NOTICE OF
REQUEST FOR QUALIFICATIONS

November 15, 2022

Sealed proposals will be received by the close of business on **Wednesday, December 7, 2022**, for the following:

**Request for Qualifications – Architectural & Engineering Services
for On Call Services**

All questions regarding this RFQ and the program it represents must be submitted in writing via email to the following Contact Person:

Linda Burgess, Purchasing Specialist
Kansas City Kansas Community College
Email: lburgess@kckcc.edu

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
Email Address	

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REQUEST FOR QUALIFICATIONS NO. **22-0002**

PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE

Kansas City Kansas Community College is a centrally located public 2-year institution in northeast Kansas accredited by the Higher Learning Commission and founded in 1923. Within the city limits of Kansas City, Kansas, the College is conveniently located within Wyandotte County near State Avenue and College Parkway for the main campus as well as the Technical Education Center near State Avenue and North 65th Street. The College also serves Leavenworth County as part of its service area with a satellite center. The initial location in 1923 was in downtown Kansas City, Kansas and the College has made it a priority to return to downtown with a new location to be built in the near future. In total the college serves between 9,000 and 10,000 students each year. More information can be found at www.kckcc.edu.

DESCRIPTION OF SERVICES

The Kansas City Kansas Community College is seeking proposals for architectural and engineering services for on call professional architectural services. This is a non-exclusive arrangement, and it is anticipated that several firms may be selected as on call providers.

The services can include but are not limited to tenant finish, interior design, renovation, campus development and landscaping, and engineering services as needed.

Generally, the scope of these projects will be small and not more than \$1.5 million in construction costs.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS

A. GENERAL

All submittals must be in accordance with these instructions.

1. Must submit five (5) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. One (1) electronic copy of the submittal response should be provided in the sealed envelope with the original paper copy.
2. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the RFQ must be clearly noted in the submittal as follows: **Exceptions to RFQ #22-0002 Architectural & Engineering Services – On Call Services**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFQ in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
5. Questions and information pertaining to any item of this request may be obtained by submitting a request via email. No communication will take place between contractors and staff at the three organizations that comprise the College during the RFQ process, except in writing.
6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this RFQ. Lack of knowledge concerning the RFQ's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this RFQ in whole or in part, an addendum will be provided to all respondents on record as having received the RFQ. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**
9. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The College shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.

12. Successful respondent will be required to comply with the General Terms and Conditions. It is anticipated that AIA standard contract documents will be negotiated once the successful respondent(s) are selected.

B. EVALUATION CRITERIA

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

1. Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.
2. The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
3. Total resources of the respondent that can be applied to the Project.
4. The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules.
5. Previous experience with similar or like services as outlined in this RFQ, including references, level of satisfaction of present and former clients with accounts of similar size and complexity.
6. The respondent's proximity to and familiarity with the area in which the project is located.
7. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
8. The scope of the services offered and the extent to which they meet or exceed the requirements of the College.

Selection will be made based upon the best qualified respondent; however, contract award is dependent upon successful negotiation of price. If the parties fail to agree on prices, the College reserves the right to negotiate with other respondents.

C. RESPONSE FORMAT

To evaluate fairly, uniformly, and thoroughly in accordance with the evaluation criteria, responses should conform to the following:

1. Responses should not exceed ten (10) two-sided pages, not including the required forms. Resumes of key owners/supervisors/employees may be attached as a Qualification Statement and shall include the professional credentials and experience of the respondent's employees who will work on the Project, indicating the role of each such individual.
2. EXHIBIT A – D & PROFESSIONAL QUALIFICATIONS FORM - Describe the respondent's general work experience and areas of specialization, including those relating to educational facilities.
3. EXHIBIT E - Provide the number of employees by discipline and location & resumes of key personnel expected to be assigned to the Account.

4. EXHIBIT F - Provide a minimum of three (3) client references including examples of the specific work for these clients, preferably higher education institutions, which shall include name of organization, contact person's name and title, telephone number and email address.
5. Describe the methods used for project management in the areas of cost, quality, and schedule.
6. Hourly Fee Schedule (put in a separate sealed envelope).
7. Provide proof of a current registered Kansas architect's license & Lobbying Certificate.

D. CONTRACT TERMS

A standard master contract document for on call services will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law. For each assigned project by the College, a specific scope of services will be prepared and executed.

The costs agreed to may be fixed prices or not to exceed amounts depending on the project and are not subject to increases unless mutually agreeable to both parties. The respondent shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.

The respondent is now and shall remain a separate and independent entity from the College.

E. BASIS OF CONTRACT AWARDS

The submittal received from the successful respondent, along with the RFQ, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFQ or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

1. **Contract Documents.** This Request for Qualifications, Architect's Qualifications Submittal, including without limitation any completed forms required under the Request for Qualifications, and College's Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between College and the successful Architect(s) regarding the subject matter herein.
2. **Architect's Services.** Architect agrees to provide professional architectural services to College, which may include but are not limited to: architectural design, interior space planning, interior design, ADA modifications, preparation of facilities needs and assessments as part of educational specifications,

or project programming, assisting College in obtaining competitive bids and administering the construction contracts for any such project, or other professional or consulting services.

3. Non-Exclusivity. Architect acknowledges that this is a non-exclusive arrangement and that College may from time to time enter similar arrangements with other architects. College reserves the right to contract with others to perform similar services. Architect further acknowledges that College is not committed to contract for a stated volume of work or services during the period for which they are qualified to provide services.

4. Initial Term. The Agreement of the qualified architect shall be for a one-year term from the date of qualification. The Agreement may be renewed upon the mutual written agreement of the parties. If the Agreement is not renewed, Owner and Architect agree to complete all ongoing Project Work Authorization in accordance with the terms of the Agreement and the applicable Project Work Authorization, unless such projects were or are terminated in accordance with the termination provisions of the Agreement.

5. Insurance. While performing its services, Architect will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of College as an additional insured shall not in any way nullify coverage for claims or actions College may have against Architect. Architect will provide to College certificates evidencing the required coverage prior to commencing services.

6. Equal Employment Opportunity Clause. The respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The respondent further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties

for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. Procurement of Recovered Materials Clause. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. Covered Telecommunications Equipment or Services. It is prohibited to procure, state, or extend a contract that obtains equipment, services or systems by Covered Telecommunications Equipment or Services.

The term “covered telecommunications equipment or services” means any of the following:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Wages & Working Conditions. Wages billed must be computed on a standard 40-hour work week in compliance with 40 USC 3702. Work in excess of 40 hours per week is permissible if the worker is paid no less than 1.5 their standard pay for hours over 40 in one week.

No worker must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Depending on the funding source, federal wage rates may be required from time to time.

10. Federal laws

- a. An agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the State of Kansas and the Regional Office of the Environmental Protection Agency (EPA).
- b. Buy America provisions will be required in the construction contract.

11. Procurement Requirements State of Kansas

- a. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract, and made a part thereof.
- b. Governing law for this contract shall be the State of Kansas.

SAMPLE CONTRACT

MASTER AGREEMENT BETWEEN OWNER AND Architect

This Master Agreement between Owner and Architect is made as of this _____ day of _____, 20____, (Effective Date) by and between

Owner: Kansas City Kansas Community College
7250 State Avenue
Kansas City, Kansas 66112

And

Architect: _____
(Architect)

General
Services:

Initial Term: One Year

Architect has qualified to perform professional architectural and engineering services for Owner pursuant to RFQ 2022-02. Owner from time to time requires professional architectural services involving multiple projects and desires to enter into a non-exclusive arrangement with Architect for various projects it may obtain architectural services from Architect. The purpose of this Master Agreement is to set forth the terms and conditions of any work or services undertaken by Architect for Owner and to define the contractual rights, obligations, and liabilities of the parties. Owner desires that Architect provide such professional architectural services when requested by Owner, and Architect desires to render such services to Owner when requested.

Owner and Architect, in consideration of the mutual promises and covenants as set forth in this Master Agreement, agree as follows:

- 1. Architect's Services.** Architect agrees, when requested by Owner, to provide professional architectural services to Owner. The scope of the services performed by Architect shall be agreed upon for each project and shall be documented in a written Project Work Authorization signed by the parties. A sample Project Work Authorization is attached as Exhibit A.
- 2. Non-Exclusivity.** Architect acknowledges that this is a non-exclusive arrangement and that Owner may from time to time enter similar arrangements with other Architects. Owner reserves the right to contract with others to perform similar services. Architect further acknowledges that Owner is not committed to contract for a stated volume of work or services during the Term of this Master Agreement.
- 3. Initial Term.** This Master Agreement shall be for a term of one year beginning on the Effective Date of this Agreement and may be renewed upon the mutual written agreement of the parties. If this Master Agreement is not renewed, Owner and Architect agree to complete all ongoing Project Work Authorization in accordance with the terms of this Master Agreement and the applicable Project Work Authorization, unless such projects were or are terminated in accordance with the termination provisions of this Master Agreement.

4. Compensation. Owner shall compensate Architect for services rendered by its staff and consultants in accordance with the compensation set forth in the Project Work Authorization. Such compensation may be determined as follows: (i) based on the hourly rates for Architect's staff as set forth in Exhibit C, (ii) a fixed or stipulated fee for the specific project or service, (iii) hourly rates with a guaranteed maximum price, or (iv) as otherwise agreed upon by the parties.

The rates set forth in Exhibit C shall be effective through the Initial Term. Any increase in rates thereafter shall be subject to the mutual agreement of the parties, and, such increases, if mutually agreed upon, shall be in writing and appended to this Master Agreement. Notwithstanding the foregoing, for purposes of increases in such rates, one-half (1/2) of each rate is designated as labor, and increases in any such rate will be limited to a figure computed by multiplying the particular individual's labor rate prior to any proposed increase by such individual's percentage salary/compensation increase as paid by Architect and dividing such figure by two (2). No rate will be increased by more than three percent (3%).

No services shall be performed or time shall be charged to a project until Architect is given a written notice to proceed by Owner (such notice may be provided by the Project Work Authorization).

Owner shall also reimburse Architect for expenses qualifying for reimbursement as set forth in Exhibit B.

5. Personnel.

- a. All of the services required in this Master Agreement or any Project Work Authorization will be performed by Architect or under their supervision and all personnel engaged in the work shall be fully qualified and shall be licensed, authorized, or permitted under state and local law to perform such services. Architect further represents that Architect is or will become within a reasonable time after execution of this Master Agreement duly authorized, licensed, or certified to provide professional engineering or other professional services under Missouri law, if required by Missouri law.
- b. Architect shall identify the individuals to perform the engineering services prior to commencing work on any project. Owner reserves the right to approve all such individuals so named for any project, but Owner agrees that it shall not exercise this right arbitrarily. Architect's Authorized Representative for each Project shall be set forth in the Project Work Authorization. Any Authorized Representative may be changed by Architect by naming a designated successor in writing, subject to Owner's prior written approval.
- c. None of the work or services covered by this Master Agreement or any Project Work Authorization shall be subcontracted without the prior written approval of Owner, which approval shall not be unreasonably withheld. Any work or services subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this Master Agreement and the appropriate Project Work Authorization. The approved subconsultants to Architect on each Project shall be set forth in the Project Work Authorization.

6. Project Work Authorization. Owner's Director of Facility Services shall submit to Architect, in writing, a proposed scope of work for the particular project, including a request for a fee estimate for Architect's professional services. Owner may request a guaranteed maximum fee or a fixed fee for any project, in which case the guaranteed maximum fee or fixed fee shall control as to compensation.

The Director of Facility Services may request an initial project meeting at which representatives of Owner and Architect shall be present for the purpose of establishing a defined scope of work and schedule for the Project. Following such meeting, a defined scope of work and schedule, together with a guaranteed

maximum fee or fixed fee, if applicable, shall be submitted to Owner for review and approval. If approved, the Director of Facility Services or Architect shall prepare a Project Work Authorization in substantially the form set forth in Exhibit A based on the approved submittal for signing by the parties. If subject to a guaranteed maximum fee or fixed fee, Architect will bill against the guaranteed maximum fee or fixed fee based upon the schedule of hourly rates then applicable or the estimated fee per project, if applicable.

7. Payment. Owner shall compensate Architect for its professional services on a monthly basis in accordance with the hourly rates then in effect; provided, however, that in the event of a guaranteed maximum fee, Owner shall compensate Architect on a monthly basis in accordance with the hourly rates for services performed during any given month until such time as Architect has reached the guaranteed maximum fee at which point Architect shall be entitled to no further compensation for professional service as defined in the Project Work Authorization, without prior written authorization from Owner. Expenses qualifying for reimbursement shall be reimbursed monthly upon receipt of a detailed statement of such expenses from Architect (subject to the guaranteed maximum fee, if any).

On or about the tenth day of each month, Architect shall submit to Owner a separate itemized statement of the preceding month's services for each Project Work Authorization with all information necessary to substantiate payment including a detailed description of the work performed, a list of all professionals who devoted time to the work, and a description of the percentage complete of each phase of the work. Architect's statement shall designate the balance remaining in the fixed compensation amount per phase, if applicable. Where a guaranteed maximum fee has been established for a specific service, Architect's invoice shall designate the remaining fees to be billed. Architect shall also submit supporting documentation for any reimbursable expenses. Owner agrees to make payment within thirty (30) days of the timely receipt of an invoice and necessary information.

Architect's accounting records shall be kept on a generally accepted accounting basis fully reflecting all hours charged to each project and detailing reimbursable expenses. Such records shall be available to Owner's authorized representative at mutually convenient times.

8. Insurance. During the course of performing its services, Architect will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of Owner as an additional insured shall not in any way

nullify coverage for claims or actions Owner may have against Architect. Architect will provide to Owner certificates evidencing the required coverage prior to commencing services.

9. Indemnity. Architect shall defend, hold harmless and indemnify Owner and its officers, directors, and employees from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorneys' fees and costs, that may be based on any injury to persons or property to the extent caused by (i) the intentional or negligent performance of services under this Master Agreement or any Project Work Authorization by Architect or any person or entity employed or retained by Architect, (ii) violation of applicable laws; or (iii) any breach of this Master Agreement or any Project Work Authorization. The indemnification set forth in this Article shall not be limited or restricted by any insurance policy. This provision does not require Architect to indemnify, hold harmless, or defend Owner or other indemnified parties for their own negligence.

10. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, or incidental damages. This limitation shall not limit or restrict available insurance coverage, including without limitation, Architect's liability policies or Architect's indemnity obligation for third party claims.

11. Standard of Care. Architect will exercise the necessary and reasonable professional skill, care and diligence required in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices and standards. If Architect fails to meet the foregoing standards, without in any way diminishing the rights and remedies otherwise available to Owner, Architect will perform at its own cost, and without reimbursement from Owner, the professional architectural services necessary to correct errors and omissions which are caused by Architect's failure to comply with this standard.

12. Changes/Additional Services. Owner shall have the right to make changes within the general scope of Architect's services or to authorize additional services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order to the Project Work Authorization, which is signed by an authorized representative of Owner and an authorized representative of Architect. Such changes or additional services shall be performed only if authorized by Owner in writing. In such event Owner shall pay Architect compensation based on Architect's normal hourly rates for time actually and necessarily devoted to services rendered in completing the additional services or shall negotiate an agreed upon fixed amount or guaranteed maximum amount to perform such additional services. Architect's hourly rate schedule is attached as Exhibit C.

13. Independent Contractor. Architect shall be an independent contractor with respect to performance of its services. Neither Architect nor its employees shall be deemed to be a servant, employee, partner, or joint ventures of Owner. Architect shall be solely responsible for, and shall have control over, the means and details of performing the services required by this Master Agreement and any Project Work Authorization. Architect is solely responsible for payment of wages, salaries, fringe benefits, and other compensation to Architect's employees. Architect will indemnify, hold harmless and defend Owner and its employees and agents, without limitation and including attorneys' fees, relating to payment of taxes and benefits and any failure of Architect to comply with workers' compensation laws.

14. Ownership and Use of Documents. Architect shall own the drawings, plans, specifications, sketches, renderings, artwork, models, and any other displays or documents prepared by Architect ("Documents") pursuant to this Master Agreement or any Work Authorization. Owner is permitted to use

the Documents for construction of the Project, for promoting and/or advertising the Project and for any other purpose in connection with the Project or the College, including without limitation, the completion of additions, modifications, maintenance, repairs, renovations, or alterations to the Project. If Architect is in default under this Master Agreement or any Work Authorization, the Documents may be used by Owner for completion of the work by others. Architect shall not be responsible for the unauthorized reuse or modification of the Documents.

15. Equal Opportunity Employer. Owner is an equal opportunity/affirmative action employer. If applicable, Architect, in performing the work required by this Agreement, agrees to comply with the applicable provision of Executive Order 11246 issued by the President of the United States, September 24, 1965, and the applicable provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1974, all as amended, and to comply with the Rules and Regulations issued thereunder, as set forth at 41 CFR § 10.1-4(a), and 41 CFR § 60-250. Engineer agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status, or any other status protected by applicable law.

16. Assignment. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign, subcontract, or transfer any interest in this Agreement without the written consent of the other.

17. Assignment of Services. It is understood Architect shall not assign or subcontract the services in the Agreement without the written consent of Owner, and subject to Owner's approval of said subcontractor's expertise to complete the assigned portion of the services.

18. Force Majeure. Architect shall not be responsible for delay from causes beyond their control including, without limitation, an act of God, and act of war, a riot, epidemic, fire, flood or other disaster, an act of government, a strike or lockout, a communication line failure or a power failure.

19. Dispute Resolution.

The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Master Agreement or any Project Work Authorization. If the dispute is not resolved by these negotiations, the dispute will be submitted to non-binding mediation. Except as provided herein, no civil action or arbitration with respect to any dispute, claim, or controversy arising out of or relating to this Master Agreement may be commenced until the dispute has been submitted to mediation. Any party may commence mediation by providing the other parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and will share equally in the cost of the mediation. The parties will endeavor to reach agreement within thirty (30) days or proceed to exercise any remedies available.

20. Termination

- a. Termination of Contract for Cause.** If, through any cause, either party shall fail to fulfill in a timely and proper manner its material obligations under this Master Agreement or any Project Work Authorization, or if either party shall violate any of the material covenants, agreements, or stipulations of this Master Agreement or any Project Work Authorization, the other party

shall have the right to terminate this Agreement or any Project Work Authorization by giving at least fourteen (14) days' prior written notice of such termination and an opportunity to cure such default or violation. Owner's failure to make payments to Architect in accordance with this Agreement or the applicable Project Work Authorization shall be considered substantial nonperformance and cause for termination or, at Engineer's option, cause for the suspension of services under the applicable Project Work Authorization, unless Owner has a good faith basis for nonpayment. In the event of suspension of services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension of services.

In the event Owner gives written notice of termination to Architect of this Master Agreement or any Project Work Authorization, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Architect, under this Agreement or the applicable Project Work Authorization, shall be delivered to Owner. Owner understands that Architect cannot be responsible for the accuracy, completeness or workability of the work documents prepared by Architect if used, changed, or completed by another party. If this Agreement or any Project Work Authorization is terminated during the progress of work, Architect shall be paid for services rendered up to the termination date and shall be entitled to no other compensation.

b. Termination for Convenience of Owner. Owner may terminate this Master Agreement or any Project Work Authorization, at any time, for any reason without cause, by giving at least thirty (30) days' notice in writing to Architect. If this Master Agreement or any Project Work Authorization is terminated by Owner, Architect shall be paid for services rendered up to the termination date, and shall not be entitled to any consequential, loss of profits, or other damages.

21. Notices. All communications relating to the Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within ten (10) business days after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. If to Owner regarding legal matters, notice shall be sent to the attention of Kathy Walter-Mack, Chief of Staff to the Chancellor.

22. No Debarment. Architect represents that it is not debarred or suspended from doing business with the federal government and/or any state government and shall notify Owner if it becomes debarred or suspended during the Term of this Agreement.

23. Complete Agreement. This Agreement together with any executed Project Work Authorizations represents the entire and integrated agreement between Owner and Architect and supersedes all prior negotiations, representatives, and agreements, either written or oral. In the event that any provision of any invoice, acknowledgment, quotation/submittal, confirmation, schedule, or other document whatsoever provided by either party to the other conflicts with the provisions of this Master Agreement or any applicable Project Work Authorization, the provisions of this Master Agreement and the applicable Project Work Authorization shall control and such other documents shall be void and unenforceable.

24. Governing Law. This Agreement may be amended only by written instrument signed by both Owner and Architect, and shall be governed by the laws of Kansas, without regard to its conflicts of law rules. DA146a shall also apply to this contract.

25. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No

member or officer of Owner incurs personal liability by the execution or default of this Agreement. All such liability is released by Architect as a condition of and consideration of the execution of this Agreement.

Owner and Architect have caused this Agreement to be executed as of the day and year first above written.

**Kansas City Kansas Community College
Kansas City, Kansas**

Contracting Company's Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Project Work Authorization

PROJECT:

This Project Work Authorization is entered into in accordance with the Master Services Agreement between Owner and **Architect**, dated _____ (“Master Agreement”). The parties agree as follows:

1. SCOPE OF SERVICES

Architect agrees to perform professional services as described in this Work Authorization and or elsewhere in the Master Agreement in the development, design, and construction of the following Project:

Architect agrees to provide professional design, environmental, geotechnical, and materials testing services for the Project as set forth in Attachment 1, **Architect** submittal.

2. TIME OF COMMENCEMENT AND PERIOD OF SERVICE

Engineer’s services under this Project Amendment shall begin immediately upon execution of this Project Amendment. Engineer’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Schedule, which may be modified by mutual agreement, is attached as part of Attachment 1, **Architect** submittal.

3. COMPENSATION

Owner shall compensate **Architect** as provided for in the Master Agreement as set forth below:

- a. **Fee.** Owner agrees to pay **Architect** for the services performed pursuant to paragraph 1 (exclusive of reimbursable expenses), the fixed amount of _____.

[Compensation shall be allocated between the following phases:
Insert payment schedule, milestone event, or other payment terms, if applicable.]

- b. **Reimbursable Expenses.** The estimated budget for reimbursable expenses is \$_____.

4. AUTHORIZED REPRESENTATIVE

Architect's Authorized Representative for the Project is _____ or successor to be designated in writing, subject to Owner’s prior written approval.

5. AUTHORIZED SUBCONSULTANTS

The following firms are approved as subconsultants to **Architect** :

- (1) [list any approved subconsultants]

6. ADDITIONAL CONDITIONS OR SERVICES

In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this Work Authorization and those of Master Agreement, this Work Authorization shall govern and control.

**Kansas City Kansas Community College
Kansas City, Kansas**

Contracting Company's Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 – Architect's Submittal

EXHIBIT B
Expenses Qualifying for Reimbursement

1. For additional services of Consultants, including additional structural, mechanical, and electrical architectural services, amounts billed to Architect for such services shall be reimbursable.
2. For reimbursable expenses, as described below, the amount expended by the Architect for the Project:
 - a. Costs for approved outside special consultants, laboratory analysis and equipment rentals are billed at actual cost.
 - b. Expense of reproductions, delivery charges, postage and handling of drawings, specifications and other documents, costs such as bulk printing and binding are billed at commercial rates.
 - c. Expense of postage and long-distance phone calls are billed at cost.
 - d. Expenses of transportation outside the Greater Kansas City Metropolitan area and plotting.

EXHIBIT C
(List staff and hourly rate schedule)

<u>Position</u>	<u>Hourly Rate</u>
Professional I	
Professional II	
Professional III	
Professional IV	
Professional V/Senior	
Project Manager	
Principal/Senior	
Program Manager	
Senior Principal	
Technician I	
Technician II	
Technician III	
Technician IV	
Structural Steel Inspector	
Administrative Support	