

City of Leawood

Request for Proposals and Qualifications

Architectural/Engineering Services

INTRODUCTION

The City of Leawood, Kansas, is soliciting proposals from qualified Architectural firms with a background in designing Police Departments and Municipal Courts and is interested in providing professional A/E services for design of a new facility. The City of Leawood intends to develop a 12 acre site to include a 2 story facility plus lower level of approximately 60,000 GSF, to house the City's Police Department, the Municipal Court and Legal Department, and the Information Services Department. This new facility will be constructed on City property located on the southwest corner of 117th and Tomahawk Creek Parkway, Leawood, Kansas.

GENERAL INFORMATION

Located within the Kansas City metropolitan area, the City of Leawood is a thriving Johnson County, Kansas community covering 14.7 square mile with a population of approximately 32,000. The Police Department consists of 61 sworn officers and 22 civilian employees and is currently located at 9617 Lee Boulevard, Leawood. The Municipal Court / Legal Department consist of 14 employees and are currently housed in City Hall at 4800 Town Center Road, Leawood. The Information Services Department has 5 employees and is also located in City Hall.

SCOPE OF SERVICES

Provide customary architectural services to include all civil, landscaping, structural, mechanical, electrical, and plumbing engineering services to prepare existing condition baseline drawings, schematic design drawings, design development drawings, and construction drawings: final construction documents: and bid documents and specifications in compliance with current local Building Codes, other applicable ordinances, and municipal, state and federal regulatory requirements. Additional disciplines may also be required, such as security, lighting, sound, and information technology consultants and furniture, fixture and equipment planning, coordination and recommendations, and any other disciplines required to provide complete A/E design services for a ready to occupy Justice Center. These services shall be included in the A/E Team's scope by either in-house specialists or consultants.

The Architect shall record and submit meeting minutes to all designated City personnel and their agents for all design related meetings in a timely manner.

The exact scope of work for LEED certification has not yet been fully determined. The Design Team shall submit a separate cost for LEED certification to include additional design services, application documentation and application fees.

The Design Team should be prepared to make a public presentation to the City Council at each major phase of the design process so as to provide information and accept input and guidance. The firm shall prepare budget estimates for each major design phase certifying that the design is within budget.

The Design Team will file the appropriate applications with the City's Planning department for the preliminary and final plats and plans and will attend and present the plans and plats to the Planning Commission and Governing Body as required by the Leawood Development Ordinance.

The City of Leawood will contract directly with entities for the following services:

- Geotechnical Engineer
- Commissioning Agent
- Special inspections

The project will consist of seven phases. The exact scope for each phase includes, but is not limited to the following:

A. PRE-DESIGN SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Conduct a pre-design Charrette with designated City personnel and their agents to establish a mutual understanding of the project requirements.
3. Establish a schedule for Pre-design, Schematic, Design Development and Construction Document design phases to include percent complete durations for Design Development and Construction phases. Work with the designated City personnel and their agents to establish a schedule for the Bidding Phase. Schedules for the Construction and Project Closeout phases will be determined once a General Contractor has been selected.
4. A/E Team is to conduct a thorough visual survey of the Site and prepare documents to demonstrate as-built conditions to be used as a base line for the project.
5. Discuss costs and benefits of utilizing LEED standards for the design of the facilities.

B. SCHEMATIC DESIGN SERVICES

1. Identify and define program requirements with input from designated personnel of the Police Department, Municipal Court, the Legal Department, the City's Facilities Division and the Information Services Department and provide a schematic space plan for the facility.
2. Develop schematic site documents identifying, but not limited to:
 - (a) Building footprint and alternative building design
 - (b) Space planning, furnishings and finishes
 - (c) Parking areas

- (d) Traffic flow
 - (e) Landscaping
 - (f) Utility infrastructures and proposed easements
 - (g) Property boundaries
 - (h) Topographical surveys
 - (i) Storm water detention and/or treatment
 - (j) Site lighting photometric
 - (k) Roadway improvements
3. Provide outline specifications.
 4. Design Team will make a public presentation of the schematic design to the City's Governing Body.

C. DESIGN DEVELOPMENT SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Continue development of schematic phase documents and base drawings to design development level documents for submittal to designated City personnel and their agents for review.
3. A/E shall prepare budget estimates for this phase [to include construction and furnishings] certifying that the design is within budget.
4. Develop alternates as required to allow options to keep project within budget.
5. Provide value engineering recommendations and solutions if budget constraints are exceeded.
6. Design Team will make a public presentation of the completed design development design to the City's Governing Body.

D. CONSTRUCTION DOCUMENT SERVICES

1. Architect is required to attend all design meetings and ensure that consultants attend any and all meetings in which consultants discipline will be discussed.
2. Coordinate with designated personnel of the City and their consultants to integrate all security and information technology systems.
3. Design Team will make a public presentation of the completed construction documents to the City's Governing Body.
4. Make final revisions to construction documents incorporating any input from City's Governing Body.
5. Provide documents that are fully coordinated with each design discipline including information provided by contractors and consultants under direct contract with the City for the City of Leawood to advertise for construction bids and permit submission.
6. Provide final construction estimate.
7. Provide value engineering recommendations and solutions if budget constraints are exceeded.

8. All drawings and specifications shall be signed by Kansas licensed Architect and Engineer and submitted to the City's Codes and Permits Department.
9. A/E Team shall coordinate and respond to City Codes Department comments in such a manner that produces the required project permits.

E. BIDDING ADMINISTRATION SERVICES

1. Conduct Pre-bid meeting with General Contractors and Subcontractors.
2. Respond to Contractor's questions with written Addendum.

F. CONSTRUCTION ADMINISTRATION SERVICES

1. Attend bid openings, pre-bid meetings, pre-construction meetings and prepare agenda.
2. Participate in Teaming sessions during the course of the contract.
3. Respond to Requests for Information (RFI) and other inquiries from the field.
4. Prepare and issue Architectural Supplemental Instructions (ASI) as required.
5. Prepare design changes to the work initiated by the City of Leawood.
6. Review and approve submittals, shop drawings, substitutions and change orders.
7. Attend onsite construction meetings and weekly coordination meetings.
8. Conduct site observations as required to ensure materials and quality are compliant with the contract documents

G. PROJECT CLOSE-OUT SERVICES

1. Preparation of detailed punch list documenting on-site conditions and items of non-compliance.
2. Review of O&M manuals for compliancy with the contract specifications.

INSTRUCTION OF SUBMITTAL

Submittals for Minimum Requirements shall be prepared simply and economically, and shall provide concise answers to the requested information below in the order and format prescribed. Failure to do so may be cause for disqualification from further consideration. Emphasis will be placed upon clarity and completeness of the submitted response.

To be considered, one original and eight copies of the proposal must be submitted. Address proposals to:

MC Realty Group, LLC,
Attn: David Walter
114 W. 11th Street, Suite 200
Kansas City, MO 64105.

Proposals must be received no later than 4:00 p.m. on September 30, 2010.

A. ARCHITECTS INTRODUCTORY LETTER OF INTEREST

This document should be prepared and signed jointly by the Partner-in-Charge and the proposed Project Architect/Manager assigned to this project—a statement in essay form that allows personal expression as to:

1. Why you believe your firm and the individuals assigned are aptly suited to perform architectural services for design of the Leawood Police Department and Municipal Court facility.
2. What special qualities/attributes you and your firm possess that would render superior performance on your assignment.
3. Specific instances where Police Department and Municipal Court facilities have benefited because of your association with their construction program and similar projects.

Please limit your essay to two letter-size pages

B. ARCHITECTS QUALIFICATIONS STATEMENT

1. GENERAL INFORMATION

- a. Furnish Firm's name
- b. Physical address
- c. Telephone and Fax Numbers
- d. Web Site
- e. Primary contact and email address

2. BACKGROUND

- a. How many years has your Firm been in business?
- b. How many years has your Firm been in business under its current business name?
- c. Describe the Firm's background and history and the scope of services currently being provided to clients.
- d. Provide at least two examples of similar projects your Firm has successfully handled for municipal or other public agency clients, including the names of the staff members who worked on those projects. Identify the original contract amounts and change order amounts of each of those projects.
- e. Disclose if your Firm is currently involved in pending or outstanding judgments, claims, arbitration proceedings or suits against your Firm or its officers.

3. EXPERIENCE

- a. Provide resume of principal/partners.
- b. Provide an organizational chart of key individuals that will participate on the project, identifying their respective responsibilities.
- c. Provide resume of key members with an overview of roles and responsibilities on the project, as well as degrees held, registrations, memberships, and years with the firm.

- d. Describe how your firm's current and past experience will enable you to effectively and efficiently provide A/E services in the design of a Police Department and Municipal Court facility.
 - e. Provide at least two examples of projects utilizing Building Information Modeling (BIM) in conjunction of LEED certified projects.
4. REFERENCES
- 1. Provide a minimum of three client references, at least one of which must be from the public sector and one must be a peer reference on behalf of your Firm's positive professional reputation.
5. PROJECT TEAM
- 1. Provide a list of engineers and consultants that you will use to assist with the design of the project.
 - 2. Provide a statement of qualification from each engineer and consultant that will contract under your Firm to include:
 - a. General information as outlined for Architect above.
 - b. General background and experience and other pertinent information.
 - c. Disclose any pending or outstanding judgments, claims, arbitration proceedings or suits against the Engineering and Consulting Firms or its officers.
 - d. Provide references as outlined in architect's qualifications above.

C. COST PROPOSAL

- 1. Submit a cost proposal for your team's services to include:
 - a. Provide a cost to perform the services included in this RFP.
 - b. Provide a proposed fee schedule for all positions that would be providing services for this project.
 - b. Reimbursable expense budget to include all document printing including construction bid documents.
 - c. Submit a separate cost for LEED certification to include additional design services, application documentation and application fees.

D. TERMS OF SUBMITTAL

- 1. No reimbursement will be made by the City for cost incurred in preparing responses to this request for proposal.
- 2. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers. The City will not be bound to any proposal, even if selected, unless the terms are agreed upon between the City and the proposing Firm. Once received, the Proposals shall become the property of the City of Leawood and are subject to public disclosure under the Kansas Open Records Act.

3. Firms are not entitled to recover any request for proposal preparation costs or other damages should the City not make an award or fail to successfully negotiate a Contract.
4. The Firm expressly warrants and certifies that neither the Firm nor its employees or associates has directly or indirectly entered into any contract, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

SELECTION PROCESS

Three to five architectural firms will be selected for interviews with an interview panel consisting of City staff, a member of the City's Governing Body and the Owner's Representative. These interviews will be scheduled within 30 days from the deadline for submitting proposals. The Firms will be selected for interviews based on their qualifications, submission and presentation of the above requested information, and the success of previous law enforcement / municipal court related projects. Final selection will be on the basis of a number of considerations including cost, general professional experience, Firm's experience and success with similar projects, experience of project manager and assigned personnel, project approach, and ability to successfully negotiate a contract with the City of Leawood. The remainder of the project schedule will be determined after the selection of an architectural Firm.

Each Firm selected for the interview will be allowed 30 minutes to further present their qualifications to the interview panel. At the conclusion of the presentation, 30 minutes will be allowed for questions from the panel and responses from the Firm.

The panel will rate the Firms interviewed, and the panel may commence follow-up evaluations of the top ranked Firms and make a recommendation to the Mayor and City Council. Contract negotiations will commence following approval of the recommended Firm. If the negotiation process does not produce a final contract, the award to the Firm is null and void and another highly ranked Firm may be recommended to the Mayor and City Council for approval.

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any Firm or individual under consideration for a contract resulting in successfully completing the RFP process. These investigations may include, but are not limited to credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of the appointed Firm to successfully perform the duties and responsibilities of a facility planning consultant.

The appointed Firm will work under the general direction of the City Administrator and/or his designee.

TERMS AND CONDITIONS

- A. The contract for architectural services shall be in a form approved by the City. The form of the contract will include the provisions shown in attached Exhibit A.
- B. The architect shall not assign this contract to another architect without the written approval of the City.
- C. The architect awarded the contract for this work shall furnish evidence of professional liability insurance, including errors and omissions coverage, to meet the requirements on the attached exhibit A.
- D. The architectural Firm shall be licensed to provide services in the State of Kansas.
- E. The contents of this Request for Proposal and the selected Firm's response shall be incorporated, in total, into the Contract. Where the Contract is in conflict with the RFP or response, the Contract will apply.
- H. The Firm expressly warrants and certifies that neither the Firm nor its employees or associates has directly or indirectly entered into any contract, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

ADDITIONAL INFORMATION

Contacting members of the Leawood Governing Body regarding this proposal and opportunities relating to this project may be cause for disqualification from further consideration

All questions and requests for additional information should be directed to:

MC Realty Group, LLC
Attn: David Walter
114 W. 11th Street, Suite 200
Kansas City, Mo 64105
Office (816) 843-1019
dwwalter@mcrealtykc.com

Such notifications should be presented no later than 14 days prior to the date for receiving the proposals. THE CITY WILL NOT BE BOUND BY ANY ORAL STATEMENTS OR REPRESENTATIONS.

Exhibit A

Contract Terms to Be Included

A. Billing: Architect shall bill City monthly for all services performed to date and based on Percent of Services Completed shown on project progress report submitted to City with such billing. City agrees to pay Architect within thirty (30) days of approval by the Governing Body. Payment by the City may be made using any of the following methods of payment, in its sole discretion; (a) automated clearing house ("ACH") or wire transfer; or (b) checks. When utilizing the check option, all checks will be mailed to Architect's place of business, without exception and may not be picked up in person by Architect. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided herein with no advance or subsequent notice to the Architect. Architect agrees to submit herewith such financial information as shall be required by City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

B. City's Right to Withhold Payment: In the event City becomes informed that any representations of Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Architect immediately. Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Architect in accordance with the contract payment procedures in Section II-4.

C. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Services completed to date. This report shall contain detail of items completed and will serve as support for payment to Architect and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less

than one (1) year shall not be grounds for an increase in Total Fee.

D. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Architect, the Architect shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Architect's negligent acts, errors, or omissions. If not solely Architect's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Architectural Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Architectural Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Architect as a requirement of this Agreement, the giving of such notice shall be the Architect's responsibility.

E. Documents Prepared According to Law. Documents shall be prepared in conformity with the generally recognized and prevailing standards in existence at the time, and the Project

design must conform and comply with existing Federal, State and local laws and building code requirements. Any defect, deficiency or failure of the Project to conform or comply with any such Federal, State or local laws or building codes regarding the Project design or any other act completed pursuant to the Scope of Services of this Agreement shall be the liability of the Architect, and the City shall have the right to pursue redress. ***The Architect/Engineer is expected to make its own professional determination regarding the City's ordinances and codes and may not solely rely upon City staff for determinations of compliance.***

F. Dispute Resolution. City and Architect agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Architect shall proceed with the Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Architect's completed services unless Architect gives notice of termination as provided in Paragraph A.1 above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

G. Ownership of Architectural Documents.

1. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Architect the copies of such materials as necessary for Architect to perform the Engineering/Architectural Services.

2. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media that will be prepared or furnished by Architect (and Architect's independent professional associates and

subcontractors) under this Agreement shall become the sole property of City. At the conclusion of the Project, or at any other time requested by City, Architect shall give City all materials obtained or produced in the course of performing the Engineering/Architectural Services. The City shall have the right to make copies or otherwise and reproduce, and use for its benefit, any and all drawings, plans, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media that will be prepared or furnished by Architect.

3. The reuse or modification of any document prepared or furnished by Architect with written verification or adaptation by Architect for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Architect.

H. Insurance. The Architect shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City. With the exception of professional liability, the Architect shall name the City as an additional insured in the amount of \$500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Architect shall name the City as an additional insured for all other claims as set forth below:

1. Professional Liability: Architect shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance for the services rendered under the terms of this Agreement, in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. Commercial General Liability:

Each Occurrence	\$1,000,000
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4. Workers' Compensation and Employers' Liability: This insurance shall protect the Architect against all claims under applicable state Workers' Compensation laws. The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

5. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that the carrier:

- A) Is licensed to do business in the State of Kansas;
- B) Carries a Best's Policyholder rating of A- or better or is otherwise approved by the City; and
- C) Carries at least a Class X financial rating;

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the City's Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate form provided by the Architect's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines.

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Architect shall either:

- a) Cover all subcontractors under its insurance policies;

or

- b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

7. (b) Notice of reduction of policy limits as a result of claim(s)-

Prior to the signing of this Agreement the Architect shall advise the City in writing of any outstanding claim(s) which have or might substantially (\$10,000 or more) reduce the aggregate limit of the Liability policies pertinent to this Agreement.

The Architect shall promptly notify the City, upon receipt of notice of any claim in connection with this Agreement, or any other contract in which the Architect may be involved providing full details of the claim, including an estimate of the loss or liability.

The Architect shall promptly notify the City of any reduction in limits (exceeding \$10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Agreement.

In the event the City shall determine that the Architect's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate (for the protection for the City) to allow the completion of this Agreement, the Architect shall, upon notice from the City, promptly arrange for reinstatement of the original limits of liability required hereunder and shall furnish the City with evidence thereof.

Insurance coverage shall contain a provision that coverage afforded under the policies shall not be canceled or materially changed during the term of this Agreement. At least thirty

(30) days advanced written notice by REGISTERED MAIL must be given to the City and the Architect prior to any renewal or expiration date of any insurance policy.

I. Indemnity. The City will not indemnify the Architect, however, the Architect will provide the following:

1. Indemnification for General Liability/Non-Professional Negligence. For purposes of this Agreement, Architect shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, provided that such damage, liability, loss, cost, or expense is:

- a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm or corporation including loss of use resulting therefrom; or
- b. Not the result of professional negligence; or
- c. In addition, the Architect's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Architect's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If

the required insurance is not procured and maintained as required by this Agreement, then the Architect's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Architect shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, agents, subcontractors, subconsultants, or others for whom the Architect is legally liable, in the performance of professional services under this Agreement. The Architect is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.
3. Additional provision regarding the indemnification provided under Section V, Paragraph E.1. and E.2. of this Agreement. It is agreed as a specific element of consideration of this Agreement that the indemnification provided by Section V, Sections E.1. and E.2. of this Agreement shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Architect is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

J. Non-Discrimination and Affirmative Action.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Architect shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Architect with its rules and regulations.
2. The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or similar phrase approved by the City.
4. If the Architect fails to comply with the manner in which the Architect reports to the City in accordance with the provisions of K.S.A. 44-1031, the Architect shall be deemed to have

breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.

5. If the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the City which has become final, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.

6. The Architect shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

K. Applicable Law, Jurisdiction and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

L. Work Product Format.

1. Project text and data which are developed by Architect shall be made available to City by providing a CD-ROM, a DVD, a flash drive or an external hard drive. All text and data shall be properly formatted and completed in Windows 2003 or newer and in Adobe Acrobat Portable Document Format (PDF).
2. Project drawings which are developed by Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to the City by providing a CD-ROM, a DVD, a flash drive or an external hard drive. This data shall be in digital format using AutoCAD 2000i or newer and in Adobe PDF format.
3. Documents that are scanned shall be black and white (1 bit per pixel) at 400 DPI into the industry standard file format. The files shall be processed to the final searchable PDF file format using Adobe's Acrobat Capture program.

4. Drawings that are converted into PDF format shall be imaged at 400 DPI and processed into an industry standard Version 8.0 searchable PDF file format. The searchable PDF file shall be a multi-page file with bookmarks set for each drawing contained within that project. The bookmarks shall be created using the Cover Page Index as a guideline. The sheets contained in the PDF file shall be scalable on 22"x34" paper using the landscape orientation.

5. The PDF files shall not be locked or created in such a way that renders them un-editable.

6. Due to the potential that the information set forth on the electronic media (CD-ROM, DVD, flash drive or external hard drive) can be modified by City, or City consultants, unintentionally or otherwise, Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that use of electronic media in which City has modified any information contained therein will be at City's sole risk and without any liability risk or legal exposure by Architect, whatsoever.

7. "Record" Drawings: Following construction, City and construction contractor will provide copies of changes and alterations made in the field during construction to Architect to provide As-Built drawings,. Architect has the right to rely on the information provided by the City and construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.