

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR SMALL LOCAL BUSINESS ENTERPRISE (SLBE-WSDEPS)
PROJECT NO. 81000817 CONTRACT NO. 1519
FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Wellner Architects, Inc. ("Design Professional"). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

A. Design Professional shall perform the Scope of Services listed on **Attachment A**.

Sec. 2. Services to be performed by Design Professional. Design Professional shall perform the following Scope of Services:

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$187,938.00, as follows:
 - 1. \$182,938.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges

directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$5,000.00. The following are the reimbursable expenses that City has approved: Reimbursable expenses will be negotiated.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of zero dollars (\$00.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design

Professional for the purpose of offset until such time as the exact amount of damages due City from Design Professional may be determined.

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

Sec. 5. Notices. All notices required by this Agreement shall be in writing and sent to the following:

City:

Water Services Department

Debra Smith, Project Manager

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0293

Facsimile: (816) 513-0288

E-mail address: debra.smith@kcmo.org

Wellner Architects, Inc.

Julie Wellner, Principal

802 Broadway, 4th Floor

Kansas City, MO 64106

Phone: (816) 221-0017

E-mail address: wai@wellner.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

Sec. 7. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.

- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

Sec. 9. Attachments to Part I. The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Licensed Geographical Information System Data

Attachment E – Employee Eligibility Verification Affidavit

Attachment F – Non-Construction Subcontractors Listing

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction”, contained in **Attachment F**.

Sec. 11. Subcontractor Participation Reporting. Design Professional shall report all subcontractor participation on the City's Human Relations Department's B2G system. The Design Professional shall also report self-performance of the work in the City's Human Relations Department's B2G system. This report shall be submitted monthly.

Sec. 12. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: 7/24/19

By: *Julie Kellner*
Name: Julie Kellner
Title: President

KANSAS CITY, MISSOURI

Date: 10/3/2019

DocuSigned by:
Terry Leeds
78C58DD45610460...
By: _____
Name: Terry Leeds
Title: KC Water Director

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:
Theresa Danielson 10/30/2019
E0E2BF64764D4B6...

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000

c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability

\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or

changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services

under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and

other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race,

color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to

comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or

interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 20. Conflict of Interest - Certification.

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 21. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city

Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 22. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm. For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 24. Quality Services Assurance Act.
Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

ATTACHMENT A – SCOPE OF SERVICES

A/E Services – Various Building & IT Improvements & ADA Compliance Implementation

Programming/Studies/Schematic Design:

1. Start-up:
 - a. Kick-off Meeting:
 1. Identify WSD key stakeholders and respective roles and responsibilities
 2. Identify key consultants and respective roles and responsibilities
 3. Review Work Plan (see attached)
 4. Collect additional drawings (scanned by WSD)
 5. Discuss communication methods and preferred method
 6. Review project goals: collaboration, budget, bidding delivery method (DBB vs CMR)
 - b. Document Existing Conditions
 1. Prepare base plans (max 24' x 36" when printed)
 2. Confirm existing conditions
2. Space Planning Study
 - a. Prepare existing conditions sf and occupancy program
 - b. Perform walk-through
 - c. Meet with Leadership and user groups/departments to review space requirements, work flow, adjacencies, growth and other situational concerns. Define number of days for meetings/workshop
 - d. Develop proposed sf program
 - e. Develop space plan alternatives with particular interest to Customer Service, IT, Finance, and 2nd Floor
 - f. Present options to Leadership, and document preferred recommendation at “10,000 level”.
 - g. Address comments received following review
3. Lighting Study
 - a. Study the pros and cons of conversion to LED (confirm UL rating is not jeopardized with relamping, and if heat issues from ballasts will negatively contribute to HVAC capacity)
 - b. Evaluate options of lamp only replacement verses entire fixture replacement
 - c. Prepare feasibility report including construction costs, life cycle cost, energy savings, rebate options
 - d. Present report to WSD with recommendation for best option
4. ADA Upgrades: See attached Spreadsheet
 - a. Define or identify modifications needed to meet ADA Compliance responding to previous ADA survey provided in the RFQ, and the follow-up email provided 3/20/19

concerning parking spaces. An allowance of \$3,000 is included in expenses if a site survey of the south entrance ramps is required.

5. IT and A/V Improvements

a. Develop recommendations for IT Improvements

1. Meet with WSD IT staff to review IT hardware and software needs
2. Auditorium and Conference Rooms
 - a. Devices/cabling for connectivity (HDMI, ethernet, USB), Wi-Fi and Bluetooth with monitors/computers, Wi-fi, sound system/microphone (not portable), web cameras, smart TV monitors, and touch pad wall mounted controls for inputs and connectivity (see item d below).
 - b. Provide electronic panel outside each conference room to display reservation schedule interfaced with outlook.
 - c. Provide software recommendations for Bluetooth connections, Web-X meetings, security desk calendar, Microsoft Outlook integration
 - d. WSD recommended video/conference call system/equipment similar to that used at 11th floor conference room at City Hall
 - e. Develop options for Auditorium improvements for better utilization for various meeting needs. The screen/monitor should include a permanently mounted projector.
 - f. Develop options for conference table furniture and cord management (furniture will not specified for bidding)
3. Building-wide
 - a. Recommendations for additional/improved Wi-Fi coverage
4. Exterior – South Entrance
 - a. Develop options for bill paying kiosk at drop box location

6. Other Building Improvements:

- a. North Entry, Lobby and Security: Develop options for improved security, line of site, circulation, stair landing safety (in North Lobby and Atrium) and replace storefront window-wall. Consider bumping out the window-wall to enclose additional space if this improves the space requirements. This area needs to be able to accommodate school groups, allowing access to reconfigured restrooms from new vestibule, and access to the auditorium with minimal disruption to other visitors. Provide exterior rendering of new entry.
- b. South Entry and Customer Service: Develop options to increase Customer Service waiting area, options to separate customer service staff from customers with counter, create intuitive circulation to Customer Service and Restrooms, consider options for circulating to reconfigured Shoal Creek conference room on the 1st floor, and upstairs to Maps and Plotting, without going through security. Consider relocating Maps to underutilized area east of entry doors. Coordinate with new exterior ADA ramp, and potential exterior bill-paying kiosk (covered), keeping drop box. Provide exterior rendering.
- c. Auditorium: Develop options for the Auditorium stage area to be removed and the overall space better utilized for various meeting needs.

- d. Shoal Creek Conference Room: Develop options to permanently create two rooms, with the south portion sized for 5 people, and accessible to the non-secure Lobby.
 - e. Gender Neutral RR with shower, and Lactation Room: Develop options and design for locating a gender neutral restroom and lactation room, possibly within the Break Room, accessed from the corridor, on the Terrace level.
7. Develop preliminary estimate of probable cost for:
- a. Lighting Retrofit/Replacement
 - b. ADA Upgrades
 - c. IT and A/V Upgrades device, equipment and cabling upgrades
 - d. Software recommendations and consultation
 - e. Phone system microphone recommendations
 - f. Building Improvements itemized by area of work.
8. Prepare Schematic Design Deliverable
- a. Space Planning Study
 - b. LED conversion study
 - c. IT and A/V Recommendations
 - d. Architectural drawings as overlay drawings to existing pdfs, or AutoCad (at the architect's discretion) indicating ADA and other building improvements
 - e. Estimate of probable cost with Building Improvements itemized by area.

Design Development: ADA Scope only

- 1. Produce base sheets for engineering consultants
- 2. Prepare drawings for ADA and other building improvements
- 3. Code review of areas being effected
- 4. Develop material and finish options for building improvements
- 5. Prepare MEP drawings depicting the ADA improvements.
- 6. Update estimate of probably cost
- 7. Develop Table of Contents for technical specifications
- 8. Provide ADA related drawings to Piper Wind for review
- 9. Review DD with WSD

Construction Documents: ADA Scope only

- 1. Prepare A/E final drawings for ADA (DBB or scope CMR)
- 2. Coordinate Division 0 bid documents with WSD
- 3. Complete technical specifications
- 4. Identify alternates for bidding if applicable
- 5. Perform quality control peer review of drawings
- 6. Update estimate of probable cost
- 7. Review CDs with WSD

Permitting:

- 1. Prepare City plan review submittal
- 2. Respond to code comments

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi PDF Format images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as <> : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix.
For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi PDF Format images.

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the Design Professional to its sub-consultants.** No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all “As-Built Drawings”, catalog cuts and Owner's Operation and Maintenance manuals in digital format.

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C

**DESIGN PROFESSIONAL FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS**

**Wellner Architects
Beginning 2019 Hourly Rates**

| | |
|------------------------|-------|
| Principal | \$190 |
| Sr. Project Architect | \$167 |
| Project Architect | \$156 |
| Sr. Technical Designer | \$146 |
| Designer | \$135 |
| Technical Designer | \$125 |
| Sr. Interior Designer | \$125 |
| Interior Designer | \$107 |
| Support II | \$79 |
| Support I | \$62 |

Henderson Engineers

Core Rates

| | |
|---------------------------------|---------|
| Principal | 190 |
| Department Director | 160-170 |
| Senior PM / Engineer / Designer | 160 |
| Lead PM / Engineer / Designer | 140 |
| Engineer / Designer III | 130 |
| Engineer / Designer II | 115 |
| Engineer / Designer I | 105 |
| Site Observation Specialist | 100-105 |
| BIM/CADD Technician | 80-85 |
| Administrative Specialist | 80-85 |

Special Rates

| | |
|----------------------------------------|---------|
| Senior Fire Code Consultant | 165 |
| Fire Code Consultant | 145 |
| Senior Broadcast Designer | 165 |
| Senior / Lead Acoustical Consultant | 140-160 |
| Acoustical Consultant | 105-120 |
| Senior Architectural Lighting Designer | 120-150 |
| Architectural Lighting Designer | 105-110 |
| Construction Manager | 140 |
| Electrical Systems / Eng. Manager | 140 |
| Commissioning Manager / Agent | 130 |
| Commissioning Technician | 105-115 |
| Estimator | 130 |
| Certified Energy Manager | 130 |
| Project Developer / Coordinator | 105 |

CMR Estimating

Estimator: \$121.28

CONFLUENCE TECH

Consulting: \$150.00



WSD Headquarters ADA, IT, and Bldg Improvements

| Task | 5/21/2019 Discipline | Person Hours | | | | | Total Hours | Fee |
|-------------------------------------------------------------------------------------------------------------|-------------------------|--------------------|----------------------|---------------------|----------------------|---------|---------------------|---------------|
| | | Project Manager | Project Architect | Intern Architect | Interior Designer | Support | | |
| Programming - Studies, Schematic Design | | | | | | | | |
| Project Start Up - collect existing dwgs/info, kick-off meeting, walk-through, document existing conditions | | 40 | 24 | | | 64 | \$ 11,608.00 | |
| Programming and Space Planning | | 16 | 40 | 40 | 40 | 136 | \$ 20,560.00 | |
| Lighting Study Coordination | | 4 | 12 | | | 16 | \$ 2,764.00 | |
| ADA Upgrades - confirm condition and solution (ad column to spreadsheet?) | | 4 | 40 | 40 | | 84 | \$ 13,280.00 | |
| IT and AV Improvements Narrative/Consulting coordination with HEI | | 4 | 8 | | | 12 | \$ 2,096.00 | |
| Other Building Improvements (alternatives, design, ext renderings) (added 24 hours for modeling) | | 4 | 80 | 64 | 40 | 188 | \$ 28,464.00 | |
| Cost Estimating coordination | | 4 | 8 | | | 12 | \$ 2,096.00 | |
| Prepare request for additional services for geotech, survey, structural and civil engineering as required | | | | | | | \$ - | |
| Review and Amend | | | | 12 | | 12 | \$ 3,756.00 | |
| Subtotal Arch exclusive of revit modeling | | 76 | 224 | 156 | 80 | 0 | 1024 | \$ 84,624.00 |
| MEP, IT, Lighting exclusive of revit modeling | | | | | | | | \$ 15,500.00 |
| Conference Tech software consulting | | | | | | | | \$ 1,500.00 |
| Cost Estimating | | | | | | | | \$ 2,500.00 |
| Expenses | | | | | | | | \$ 1,000.00 |
| Total Fees and Expenses | | | | | | | | \$ 108,880.00 |
| Design/Development | | | | | | | | |
| Base plan development | | | | | | 0 | \$ - | |
| Code Review | | | | | | 0 | \$ - | |
| ADA drawings - plans and elevations | | | 40 | 40 | | 80 | \$ 12,520.00 | |
| IT/AV drawing coordination | | | | | | 0 | \$ - | |
| Building Improvement Drawings | | | | | | 0 | \$ - | |
| Material and Finish Selections | | | | | 20 | 20 | \$ 2,500.00 | |
| T of C for specs | | | 8 | | | 8 | \$ 1,336.00 | |
| Furniture suggestions (not specified for purchase in project) | | | | | | 0 | \$ - | |
| Coordinate with MEP | | | 4 | | | 4 | \$ 668.00 | |
| Update cost estimate | | | 4 | | | 4 | \$ 668.00 | |
| Review and Amend | | | 4 | 8 | | 12 | \$ 1,836.00 | |
| Submit to Piper Wind for ADA review | | | | 2 | | 2 | \$ 292.00 | |
| Subtotal Arch hours and fee | | 0 | 60 | 50 | 20 | 0 | 130 | \$ 19,820.00 |
| MEP, IT, Lighting | | | | | | | | \$ 3,250.00 |
| Cost Estimating | | | | | | | | \$ 1,250.00 |
| Expenses | | | | | | | | \$ 1,000.00 |
| Total Fees and Expenses | | | | | | | | \$ 23,362.00 |
| Construction/Document Phase | | | | | | | | |
| Respond to Piper Wind review | | | 16 | 16 | | 32 | \$ 5,008.00 | |
| Finalize drawings - details | | | 40 | 40 | 24 | 104 | \$ 15,520.00 | |
| Technical specifications | | | 32 | | 16 | 48 | \$ 7,344.00 | |
| Coordinate Division 0 with WSD | | | 16 | | | 16 | \$ 2,672.00 | |
| QC | 4 | 4 | | | | 8 | \$ 1,428.00 | |
| Coordinate with MEP | | | 4 | | | 4 | \$ 668.00 | |
| Final Cost Estimate coordination | | | 4 | | | 4 | \$ 668.00 | |
| Review and amend | | | 8 | 8 | | 16 | \$ 2,504.00 | |
| Subtotal Arch hours and fee | 4 | 124 | 64 | 40 | 0 | 232 | \$ 35,812.00 | |
| MEP, IT, Lighting | | | | | | | \$ 5,000.00 | |
| Cost Estimating | | | | | | | \$ 1,250.00 | |
| Expenses | | | | | | | \$ 1,000.00 | |
| Total Fees and Expenses | | | | | | | \$ 43,316.00 | |
| Permitting | | | | | | | | |
| Submit to City for Plan Review | 4 | 8 | | | | 12 | \$ 2,096.00 | |
| Respond to Code Questions | | 8 | | | | 8 | \$ 1,336.00 | |
| Subtotal Detailed Design Arch hours and fee | 4 | 16 | 0 | 0 | 0 | 20 | \$ 3,432.00 | |
| MEP | | | | | | | | |
| Total Fees and Expenses | | | | | | | \$ 3,432.00 | |
| Bidding | | | | | | | | |
| Pre-Bid Meeting | | | | | | 0 | \$ - | |
| Answer Contractor Question, Issue Addenda | | | | | | 0 | \$ - | |
| Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | |
| MEP | | | | | | | | |
| Total Fees and Expenses | | | | | | | \$ - | |
| Construction Administration | | | | | | | | |
| Pre-Construction Meeting | | | | | | 0 | \$ - | |
| Review Submittals | | | | | | 0 | \$ - | |
| Respond to RFIs | | | | | | 0 | \$ - | |
| Issue Change Order as required | | | | | | 0 | \$ - | |
| Pay Application review | | | | | | 0 | \$ - | |
| Site Observation (included during progress meetings) | | | | | | 0 | \$ - | |
| Progress Meetings x 12 | | | | | | 0 | \$ - | |
| Substantial Completion walk-thru and punch list | | | | | | 0 | \$ - | |
| Final Walk-thru and Close-out review of O&M Manuals, contractor's as-builts and Final Pay Application | | | | | | 0 | \$ - | |
| Subtotal CA Arch hours and fee | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | |
| MEP | | | | | | | | |
| Conference Tech Install, Commissioning, Training | | | | | | | | |
| Total Fees and Expenses | | | | | | | \$ 0.00 | |
| Totals | | | | | | | | |
| Revit Model | | | | | | | | |
| Architecture | | | | | | | \$143,688.00 | |
| MEP, IT | | | | | | | \$23,750.00 | |
| Software Consulting | | | | | | | \$1,500.00 | |
| Cost Estimating | | | | | | | \$7,500.00 | |
| Expenses - WAI (includes \$3,000 for survey if needed) | | | | | | | \$5,000.00 | |
| Expenses - HEI | | | | | | | \$1,500.00 | |
| Total | | | | | | | \$182,938.00 | |

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not,

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT E

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 24th day of July, 2019, before me appeared Julie Wellner, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the President (title) of Wellner Architects, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Julie Walker

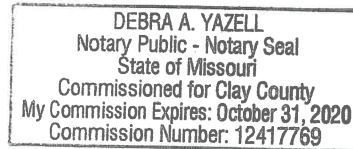
Affiant's signature

Subscribed and sworn to before me this 24th day of July, 2019.

Debra Yazell

Notary Public

My Commission expires: 10/31/2020



THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Wellner Architects, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 195953

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Wellner Architects, Inc.**

Julie Wellner

Name (Please Type or Print)

President

Title

Electronically Signed

Signature

03/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/06/2009

Date

ATTACHMENT F

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

| | Company Name Contact Name and Email | Address Phone No. and Fax No. |
|-----|----------------------------------------|-------------------------------------------|
| 1. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 2. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 3. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 4. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 5. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 6. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 7. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 8. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 9. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |
| 10. | Name: _____ Email: _____ | Address: _____ Phone: _____ Fax: _____ |

| | |
|----------------------------|--------------------------|
| Contractor – Company Name: | Wellner Architects, Inc. |
| Submitted By: | Julie Wellner, AIA |
| Title: | President |
| Telephone No.: | 816-221-0017 |
| Fax No.: | |
| E-mail: | jwellner@wellner.com |
| Date: | July 24, 2019 |

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

PROJECT NO. 81000817 CONTRACT NO. 1519

**FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Wellner Architects, Inc. (Design Professional). The parties amend the Agreement entered into on October 30, 2019, as follows:

WHEREAS, City has previously entered into a contract dated October 30, 2019 in the amount of \$187,938.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$27,663.00, to amend the total contract amount to \$215,601.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment A-1, Additional Scope of Services for Amendment No. 1; and
 - b. Attachment C-1, Design Professional Fee Summary and Schedule of Position Classifications.
- B. Delete and replace the following section(s):
 - a. Delete Sec. 4, Compensation and Reimbursables, Subsections A and B, and replace with the following Sec. 4, Compensation and Reimbursables, Subsections A and B:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$215,601.00, as follows:

1. \$210,601.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-1**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$5,000.00. The following are the reimbursable expenses that City has approved: Reimbursable expenses will be negotiated.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of zero dollars (\$0.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A and A-1** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachments A and A-1**. City, upon approving the invoice, shall remit payment.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: 7/23/2020

By: 

Title: President

KANSAS CITY, MISSOURI

By:


Date: 9/3/2020

DocuSigned by:


44458FCE836C4D6...

Title: Deputy Director

Approved as to form:

DocuSigned by:

0909E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:
 9/21/2020
Director of Finance (Date)

CONTRACT #1519

AMENDMENT #1

Attachment A-1

Scope of Services Schematic Design

Kansas City Water

Administration Building and IT Improvements and ADA Compliance

I. GENERAL

The following paragraphs provide a general description of the WORK required for Amendment #1 of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to develop the Administration Building and IT Improvements and ADA Compliance for KC Water.

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking the Schematic Design Phase (30%) of the project to determine options to improve building functions for the various divisions located in the building.

The Contract originally called for a detailed Preliminary Design Report; Space Planning for long term improvements, Schematic Design documents (30% completion) for targeted areas identified for improvements and cost estimates for the various areas of improvement.

Various changes in anticipated growth and working relationships in the Department made a detailed exploration of near-term improvements timely and necessary. This level of work required more time to develop and additional meetings to explore the various divisions' needs and best options.

Tasks addressed by Amendment #1 include:

1. Document space plan needs for the near term from each Division.
2. Prepare detailed near-term space planning layouts for the Divisions with the emphasis on Communications, Customer Operations, Finance, HR and IT.
3. Follow up meetings with respective Division heads for feedback.
4. Modify Plans as per feedback from Divisions.
5. Prepare presentation for near-term space plan scenarios to WSD Senior Leadership.
6. Present to WSD Senior Leadership
7. Amend and submit Schematic Design deliverables as identified in the Contract which will serve as the basis to proceed to the Design Development Phase (60%).

ATTACHMENT C-1

Hourly Rates

| | |
|------------------------|-------|
| Principal | \$190 |
| Sr. Project Architect | \$167 |
| Project Architect | \$156 |
| Sr. Technical Designer | \$146 |
| Designer | \$135 |
| Technical Designer | \$125 |
| Sr. Interior Designer | \$125 |
| Interior Designer | \$107 |
| Support II | \$79 |
| Support I | \$62 |

| 4/3/2020 | Person Hours | | | | | | Fee |
|-------------------------------------------------------------------------------------------------|--------------|-----------|-----------|----------|---------|-------|---------------------|
| Task | Project | Project | Design | Interior | Support | Total | |
| Discipline | Manager | Architect | Architect | Designer | | Hours | |
| Space Planning - near term | | | | | | | |
| Document near term space planning requests from each division (as opposed to 10,000' long term) | 4 | 12 | | 10 | | 26 | \$ 4,014.00 |
| Prepare near term division space plans | | 16 | | 40 | | 56 | \$ 7,672.00 |
| Review near term space plan alternatives with users and leadership | 2 | 2 | | | | 4 | \$ 714.00 |
| Prepare layout options based on follow-up comments | | 12 | | 16 | | 28 | \$ 4,004.00 |
| Meet with Finance to review modified alternatives | | 3 | | | | 3 | \$ 501.00 |
| Meet with Deb Smith to review followup requests (4) | | 8 | | | | 8 | \$ 1,336.00 |
| Modify near term space plans | | 10 | | 16 | | 26 | \$ 3,670.00 |
| Prepare presentation to Leadership | | 16 | | | | 16 | \$ 2,672.00 |
| Presentation Meeting | 2 | 2 | | | | 4 | \$ 714.00 |
| Amend and Submit with SD deliverable | | 8 | | 8 | | 16 | \$ 2,336.00 |
| Subtotal Arch exclusive of revit modeling | | | | | | 338 | \$ 27,633.00 |



DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

PROJECT NO. 81000817 CONTRACT NO. 1519

**FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Wellner Architects, Inc. (Design Professional). The parties amend the Agreement entered into on October 30, 2019, as follows:

WHEREAS, City has previously entered into a contract dated October 30, 2019 in the amount of \$187,938.00 and executed a \$27,663.00 Amendment No. 1 on September 21, 2020 for a total contract amount of \$215,601.00; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$177,399.00, to amend the total contract amount to \$393,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment A-2, Additional Scope of Services for Amendment No. 2; and
 - b. Attachment C-2, Design Professional Fee Summary and Schedule of Position Classifications.
- B. Delete and replace the following section(s):
 - a. Delete Sec. 4, Compensation and Reimbursables, Subsections A and B, and replace with the following Sec. 4, Compensation and Reimbursables, Subsections A and B:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$393,000.00, as follows:

1. \$352,485.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-2**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$0.00. The following are the reimbursable expenses that City has approved: Reimbursable expenses will be negotiated.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$40,515.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-2**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A and A-2** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachments A and A-2**. City, upon approving the invoice, shall remit payment.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

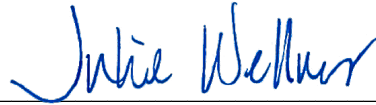
Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:



Title: **President**

x Date: 1/18/2021

KANSAS CITY, MISSOURI

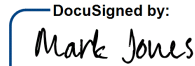
By:



Title: **Deputy Director**

Date: 1/27/2021

Approved as to form:



Assistant City Attorney 8908E44CF75D420...

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by: Theresa Danielson 2/22/2021
Director of Finance (Date)
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CONTRACT #1519 / PROJECT #81000817

AMENDMENT #2

Attachment A-2

**Basic Scope of Services Design Development
Kansas City Water Services
Various Building and IT Improvements and ADA Compliance
Implementation WSD Administration Building**

I. GENERAL

The following paragraphs provide a general description of the WORK required for Amendment #2 of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to develop the Administration Building and IT Improvements and ADA Compliance for KC Water.

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking the Design Development Phase (60%) and Construction Documents Phase (100%) of the project to directly build on the work prepared and approved in Preliminary Design Report and Schematic Design Phase (30%).

The original contract included a detailed Preliminary Design Report; Space Planning for near term and long term improvements and Schematic Design documents (30% completion) and cost estimates for the various areas of improvement.

Work under Amendment #2 will include preparation of Design Development (60% completion) and Construction Documents (100%); recommended Construction Phasing Evaluation; and Cost Estimates for both phases.

There shall be review by WSD at the 60% and 90% completion phases and shall provide comments to the DP within 10 business days after receipt.

B. Areas for Building Improvements included in the Scope of Services include:

ADA Compliance, Interior throughout the building as per ADA Assessment prepared by Piper-Wind Architects;

ADA Compliance, Exterior, south entrance;

Expanding and reconfiguring North Lobby;

Missouri River Training Room, reconfigure to eliminate stage and provide IT/AV upgrades;

OK Creek Conference Room, enlarge and provide IT/AV upgrades;

Shoal Creek Conference Room, divide into two (2) conference rooms, one side to access from the public side of the South Lobby and the other to accessed from the secure side by the Atrium, both sides with updated IT/AV equipment;

Modify stairs and elevator to create secure access only from the South Lobby to the 2nd Floor.

Create one (1) private office and two (2) work stations in existing 2nd Floor South Lobby.

C. Follow-On Phases. At the discretion of the CITY and after completion of this Contract, the DP may be requested to provide other services, including but not limited to bidding phase services, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Administration Building.

D. Task Series Listing. This Basic Scope of Services for Phase 2 is organized under the following Task Series:

Task Series 100 – Project Management and Administration

Task Series 400 – LEED Design (Not Included In This Contract)

Task Series 600 – Design Development (60%)

Task Series 700 – Construction Documents (100%)

Task Series 800 – Bidding Phase Services

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 180 calendar days following the execution of Amendment 2.
2. The DP will complete Scope of Services as outlined in Exhibit C - Project Work Plan and Meeting Schedule
3. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 180 calendar days of the written Notice to Proceed for Phase 2. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DP under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and sub-consultants employed by the DP in completion of the Work. The following management activities will be provided by DP:

Task 101 Kickoff Meeting

After Amendment #2 is executed, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review the decisions from the Schematic Design (30%) phase and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution.

The Kick Off meeting will also address the anticipated Project schedule, expected MBE/WBE utilization schedule and content of subsequent monthly progress meetings.

DP shall prepare and submit an agenda to CITY Staff three (3) days prior to the meeting and prepare and distribute the meeting minutes within two (2) business days of the meeting date.

Task 102 Work Plan

Work Plan Format. DP shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:

- a. A summary of dedicated key team members' roles and responsibilities, including sub-consultant team members and their contact information. Any major changes in personnel assignments from the RFP should be noted and approved of by the CITY in advance of the change.
- b. A summary of the Project's scope of services.
- c. Sustainable planning and design goals, objective and processes.
- d. Identify any issues requiring special coordination with CITY, and/or adjacent projects.

Submitting Work Plan. Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 10 calendar days of the Notice To Proceed (NTP). CITY will review the draft Work Plan and provide comments within 10 calendar days of receipt of the draft Work Plan. DP shall revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 103 Progress Meetings

Participate in up to six (6) separate monthly progress meetings with the Water Services Department (WSD) Service Center Staff and Senior Management team during the duration of the tasks included in the Scope of Services for Amendment #2.

These meetings will provide updates on the planning and design progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and construction and project cost estimate status and potential cost savings or value engineering proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY three (3) days prior to each meeting and prepare/distribute meeting minutes within one (2) business days of the meeting.

TASK SERIES 400 – LEED DESIGN (NOT INCLUDED IN THIS CONTRACT)

Since this contract addresses specific areas of the building for limited improvements and does not cover a comprehensive building renovation, LEED Design is not required.

TASK SERIES 600 – DESIGN DEVELOPMENT (60%)

Work on the Design Development phase shall be based on OWNER approval of the Schematic Design (SD) Documents and any adjustments in scope this phase includes:

- A. Meeting with OWNER to review comments from the SD submittal.
- B. Preparation of Design Development (DD) documents illustrating and describing the development of the approved Schematic Design and consisting of drawings and other documents including plans, sections, elevations, construction details, schedules and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, work station layout, and fixed equipment, structural, mechanical, electrical, fire protection and such other elements as may be appropriate.
- C. Produce base sheets for engineering consultants and other consultants as needed.
- D. Prepare MEP drawings depicting the ADA improvements and building improvements.
 - i. Floor Plans for demo and new work
 - ii. Sections and Details
 - iii. Schedules
- E. Updated Specifications in CSI Format
- F. DP will update the preliminary opinion of probable construction and total project costs based on Design Development Documents refinement and development, previous decisions and good architectural and engineering judgement. DP will detail documents/decisions used for basis of cost estimating. The cost estimate will be a Class 2 estimate consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

DP will provide their precise errors based upon these ranges in their estimate of probable construction costs. DP shall assist CITY in working to align the project scope with the established project budget. DP will provide a list of potential cost deductions and or value engineering strategies for bringing the Project within the CIP budget assuming the highest AACE inaccuracy in the event that the project is over budget. The list of deductions should give several options for the CITY to meet the Project budget. Preparation of outline specifications that identify major material and systems and establish their general quality level.
- G. Provide ADA related drawings to Piper Wind for ADA compliance review.
- H. Conduct Preliminary Building Codes review and assessment to confirm design is consistent with the adopted Building Code for the City of KCMO.
- I. Issue Design Development submittal for OWNER review.
- J. Review DD with designated WSD staff. Comments from WSD will be delivered to DP

within 14 calendar days and integrated into the DD (60%) set of drawings.

Design Development Drawings are to be the percent complete indicated below for each discipline and match the narrative given for each percent complete.

| Discipline | Percent Complete | Narrative |
|---------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Architectural | 60% | <ul style="list-style-type: none"> • Design Development (DD) Floor Plans of effected areas of building with room names and total net assignable area in sq ft. • Dimensioned DD Plans shall illustrate overall dimension, general structural grid, core elements including mechanical equipment rooms, restrooms and vertical shafts, interior partitions, door and window locations and floor elevation, where effected by this scope of work. • DD Plans shall indicate major fixed and moveable equipment, e.g. casework, and any special conditions. • Building Code Analysis for effected areas of work. • DD Building Sections showing finished ceiling heights, structural depth and relationship to site and grade, where effected by this scope of work. • Typical Wall Section showing exterior wall and roof sections and assemblies • Draft TOC of Specifications for Architectural Scope. <p>ADA Compliance Related:</p> <ul style="list-style-type: none"> • Design modifications needed to meet ADA Compliance responding to ADA survey provided in the RFQ. |
| Structural | 60% | <ul style="list-style-type: none"> • Identify major structural design items. • Structural Floor and Roof framing plans for areas with structural changes • Draft TOC of Specifications for Structural Scope |
| HVAC | 60% | <ul style="list-style-type: none"> • Locations major interior equipment shown on the schematic drawings. • Draft TOC of Specifications for HVAC Scope. |
| Energy Modeling and Lighting Retrofit | 60% | <p>Lighting Retrofit Related</p> <ul style="list-style-type: none"> • As per WSD’s decision how to proceed with Lighting Retrofit, prepare plans, schedules and specifications as necessary. • Draft Specifications for Lighting Retrofit at effected areas. |
| Fire Protection | 60% | <ul style="list-style-type: none"> • Where fixtures are added or relocated, note on drawings. |
| Plumbing | 60% | <ul style="list-style-type: none"> • Plumbing fixtures locations coordinated with DD architectural floor plans, indicated on DD plans • Draft TOC of Specifications for Plumbing Scope. |

| | | |
|-----------------------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electrical | 60% | <ul style="list-style-type: none"> • Indicate how new power requirements are serviced from existing power available. • Electrical and Lighting Design Criteria and Systems Narratives including summary of emergency power and any special features, e.g. UPS. • DD exterior site lighting with fixture count and types. • Draft TOC of Specifications for electrical scope. |
| Information Technology | 60% | <ul style="list-style-type: none"> • Show updated IT/AV equipment in designated Conference Rooms |
| Security | 60% | <ul style="list-style-type: none"> • Location of security office and equipment rooms coordinated with Architectural floor plans. |
| Audio-Visual | 60% | <ul style="list-style-type: none"> • DD Drawings of AV equipment locations • Cost estimate input and review |
| Design Development Construction Cost and Total Project Cost Estimates | 60% | <ul style="list-style-type: none"> • Preliminary Construction Cost Estimate of all major building components, based on unit cost per GSF, cost data from benchmark facilities and historic cost data. Verify inclusion of elements by cross-checking with the program requirements included in the PDR. • Preliminary Total Project Cost Estimate to include estimated construction costs plus all non-construction related CITY's "soft costs". KC Water will provide "soft costs" info. to DP. • Identify construction cost escalation factors to align with phased construction implementation plan. • Identify any phased-work and any long-lead time for critical path items. |

TASK SERIES 700 – CONSTRUCTION DOCUMENTS (100%)

Work on the Construction Documents phase shall be based on OWNER approval of the Design Development (DD /60%) Documents and any adjustments in scope this phase includes:

- E. Meeting with OWNER to review comments from the DD submittal.
- F. Preparation of Design Development (DD) documents illustrating and describing the development of the approved Design Development phase and consisting of drawings and other documents including plans, sections, elevations, construction details, schedules and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, work station layout and fixed equipment, structural, mechanical, electrical, fire protection and such other elements as may be appropriate.
- G. Produce base sheets for engineering consultants and other consultants as needed.

- H. Prepare MEP drawings depicting the ADA improvements and building improvements.
 - iv. Floor Plans for demo and new work
 - v. Sections and Details
 - vi. Schedules
- H. Updated Specifications in CSI Format
- I. DP will update the preliminary opinion of probable construction and total project costs based on Design Development Documents refinement and development, previous decisions and good architectural and engineering judgement. DP will detail documents/decisions used for basis of cost estimating. The cost estimate will be a Class 2 estimate consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

DP will provide their precise errors based upon these ranges in their estimate of probable construction costs. DP shall assist CITY in working to align the project scope with the established project budget. DP will provide a list of potential cost deductions and or value engineering strategies for bringing the Project within the CIP budget assuming the highest AACE inaccuracy in the event that the project is over budget. The list of deductions should give several options for the CITY to meet the Project budget. Preparation of outline specifications that identify major material and systems and establish their general quality level.
- J. If there are any changes to the design or detailing following the DD review that affects ADA Compliance, the DP shall provide ADA related drawings to Piper Wind for a follow up ADA compliance review.
- K. Conduct Preliminary Building Codes review for areas effected and assessment to confirm design is consistent with the adopted Building Code for the City of KCMO.
- L. Issue Construction Documents (CDs) (90%) submittal for OWNER review.
- M. Review CDs with designated WSD staff. Comments from WSD will be delivered to DP within 14 calendar days and integrated into the Construction Documents.

A Staff review of Construction Documents will occur at 90% completion. Staff comments will be addressed and DP will prepare CDs for 100% completion for each discipline and match the narrative given for each percent complete.

| Discipline | Percent Complete | Narrative |
|---------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Architectural | 100% | <ul style="list-style-type: none"> • Detailed dimensions will be provided on Floor Plans for effected areas of building with room names and total net assignable area in sq ft. • Dimensioned CD Plans shall verify overall dimensions, structural grid, interior partitions, door and window locations and floor elevation in all areas included in the Scope of Services. • CDs shall verify major fixed and moveable equipment, casework and any special conditions. • Building Code Analysis for effected areas of work. • CD Building Sections to show finished ceiling heights, structural depth and relationship to site and grade. • Typical Wall Section showing exterior wall and roof sections and assemblies • Specifications for Architectural Scope. <p>ADA Compliance Related:</p> <ul style="list-style-type: none"> • Design modifications as needed to meet ADA Compliance as per review by Piper-Wind Architects. |
| Maintenance Equipment | 100% | <ul style="list-style-type: none"> • Final Existing Equipment List, if required • Major fixed and moveable equipment keyed to final CD floor plans. |
| Structural | 100% | <ul style="list-style-type: none"> • Verify major structural design items. • Structural Floor and Roof framing plans for areas with structural changes • Specifications for Structural Scope |
| HVAC | 100% | <ul style="list-style-type: none"> • Mechanical equipment rooms if equipment has been added for this scope of work. Specifications for HVAC Scope. |
| Energy Modeling and Lighting Retrofit | 100% | <p>Lighting Retrofit Related -for effected areas</p> <ul style="list-style-type: none"> • As per WSD’s decision how to proceed with Lighting Retrofit, finalize plans, schedules and specifications. • Specifications for Lighting Retrofit. |
| Fire Protection | 100% | <ul style="list-style-type: none"> • Where fixtures are added or relocated, note on drawings |
| Plumbing | 100% | <ul style="list-style-type: none"> • Finalize Plumbing fixture requirements on building program and Building Code Requirements. • Plumbing fixtures locations coordinated with CD architectural floor plans, indicated on CD plans • Specifications for Plumbing Scope. |

| | | |
|------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electrical | 100% | <ul style="list-style-type: none"> • Drawings and Specifications for electrical scope. |
| Information Technology | 100% | <ul style="list-style-type: none"> • Show updated IT/AV equipment in designated Conference Rooms, and coordinated with existing IT service rooms. |
| Security | 100% | <ul style="list-style-type: none"> • Location of security office and equipment rooms coordinated with Architectural floor plans. • One-line drawings showing security equipment and device locations. |
| Audio-Visual | 100% | <ul style="list-style-type: none"> • Finalize Drawings of AV equipment locations • Finalize Cost estimate |
| Construction Documents Construction Cost and Total Project Cost Estimates | 100% | <ul style="list-style-type: none"> • Final Construction Cost Estimate of all major building components, based on unit cost per GSF, cost data from benchmark facilities and historic cost data. Verify inclusion of elements by cross-checking with the program requirements included in the PDR. • Total Project Cost Estimate to include estimated construction costs plus all non-construction related CITY's "soft costs". KC Water will provide "soft costs" info. to DP. • Align Estimate with construction phasing and durations included in the construction phasing plan. • Identify construction cost escalation factors to align with phased construction implementation plan. • Identify any phased-work and any long-lead time for critical path items. • Major sole source or propriety items to be identified and justified. • Construction cost per square foot analysis with area tabulation showing overall building efficiency in net/gross square feet % . |

TASK SERIES 800 – BIDDING PHASE SERVICES

Bidding Phase Services for KC Water’s Administration Headquarters Building shall include:

- A. Submit 100% Construction Documents to City for Plan Review;
- B. Coordinate contract documents with WS for bidding;
- C. Attend Pre-Bid Conference;
- D. Respond to bidders questions and issue addenda;
- E. Review bids and prepare recommendation;
- F. Respond to Code questions.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services Task Series listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$35,515.00 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK.

This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include, but are not limited to:

- A. Meetings with local, State or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- C. Professional renderings or models requested for project promotional purposes.
- D. The services of any additional specialty consultants or independent professional associates requested or authorized by CITY.
- E. Architectural, engineering and specialty consultant services for Design Development, Construction Documents and Construction Phase Administration services as CITY may deem necessary.
- F. Additional Bidding Phase Services for KC Water's Administration Headquarters Building (Architect and Engineer's Estimate of Probable Construction Cost with error bars, Review and Process Substitutions and "Or Equals", review conforming documents).
- G. Assistance in the advertisement and evaluation of Design-Bid-Build proposals including a recommendation.
- H. Assistance in the negotiations and contracting of Design-Bid-Build and related procurement services.
- I. Project Startup and Commissioning assistance such as collecting new assets for entry into WSD's computerized maintenance management system (CMMS), and collection and entry of preventative maintenance (PM) into WSD's CMMS.
- J. Creation of AutoCAD or BIM as-builts or Record Drawings.
- K. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders or construction incidents.
- L. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- M. Assistance with bid protests and re-bidding.
- N. Assisting CITY with formal design and construction phase documentation and submittal associated with seeking LEED V4 certification including official project registration.

- O. Providing special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- P. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Method of financing or availability of funding;
 - 3. Any additional work not included in the Basic Scope of Services necessary for WSD to fulfill its commitments.

ATTACHMENT C-2 WSD Headquarters ADA, IT, and Bldg Improveemnts - Phase 2 Additional Services

| 9/14/2020 updated 12/10/20 for 2021 rates updated 12.29.1 Task | Person Hours | | | | | Total Hours | Fee |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------|------------------|----------------------|----------------|----------------|--------------|
| | Project Manager | Project Architect | Tech Designer | Interior Designer | Support | | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base plan development for separate bidding of ADA (already in scope), 2nd Floor South Lobby modifications, North Lobby Expansion and Changes, MO River Training Room (Auditorium), OK Creek Conf Rm, Shoal Creek Conf Rm. | 2 | 40 | 60 | 24 | | 126 | \$ 19,596.00 |
| South Entry ramp design | 2 | 12 | 12 | | | 26 | \$ 4,308.00 |
| Code Review | 2 | 8 | | | | 10 | \$ 1,788.00 |
| Structural and Civil coordination | 2 | 8 | | | | 10 | \$ 1,788.00 |
| M/E coordination of additional scopes | 2 | 8 | | | | 10 | \$ 1,788.00 |
| IT/AV drawing coordination | 2 | 8 | | | | 10 | \$ 1,788.00 |
| Material and Finish Seclctions | 2 | 4 | | 20 | | 26 | \$ 3,692.00 |
| T of C for specs | 2 | 8 | | | | 10 | \$ 1,788.00 |
| Furniture suggestions (not specified for purchase in project) | 2 | | | 12 | | 14 | \$ 1,956.00 |
| Cost estimate coordination | 2 | 4 | | | | 6 | \$ 1,092.00 |
| Review and Amend | 2 | 4 | 8 | | | 14 | \$ 2,308.00 |
| Subtotal Arch hours and fee | 22 | 104 | 80 | 56 | 0 | 262 | \$ 41,892.00 |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | 2 | 40 | 60 | 24 | | 126 | \$ 19,596.00 |
| Technical specifications | 2 | 32 | | 16 | | 50 | \$ 8,044.00 |
| QC | 2 | 4 | | | | 6 | \$ 1,092.00 |
| Coordinate with MEP | 2 | 4 | | | | 6 | \$ 1,092.00 |
| Final Cost Estimate coordination | 2 | 4 | | | | 6 | \$ 1,092.00 |
| Review and amend | 2 | 8 | 8 | | | 18 | \$ 3,004.00 |
| Subtotal Arch hours and fee | 12 | 92 | 68 | 40 | 0 | 212 | \$ 33,920.00 |
| Bidding and Permitting | | | | | | | |
| Submit to City for Plan Review | 2 | 12 | | | | 14 | \$ 2,484.00 |
| Coordinate contract documents with WS for bidding | | 8 | | | | 8 | \$ 1,392.00 |
| Attend pre-bid | | 4 | | | | 4 | \$ 696.00 |
| Respond to bidders questions and issue addenda | | 16 | | | | 16 | \$ 2,784.00 |
| Review bids and make recommendation | | 4 | | | | 4 | \$ 696.00 |
| Respond to Code Questions | | 8 | | | | 8 | \$ 1,392.00 |
| Subtotal Detailed Design Arch hours and fee | 2 | 52 | 0 | 0 | 0 | 54 | \$ 9,444.00 |
| Construction Administration | | | | | | | |
| Pre Construction Meeting | | | | | | 0 | \$ - |
| Review Submittals | | | | | | 0 | \$ - |
| Respond to RFIs | | | | | | 0 | \$ - |
| Issue Change Order as required | | | | | | 0 | \$ - |
| Pay Application review | | | | | | 0 | \$ - |
| Site Observation (included during progress meetings) | | | | | | 0 | \$ - |
| Progress Meetings x 12 | | | | | | 0 | \$ - |
| Substantial Completion walk-thru and punch list | | | | | | 0 | \$ - |
| Final Walk-thru and Close-out reveiow of O&M Manuals, contractor's as-builts and Final Pay Application | | | | | | 0 | \$ - |
| Subtotal CA Arch hours and fee | 0 | 0 | 0 | 0 | 0 | 0 | \$ - |
| MEP | | | | | | | |
| Conference Tech Install, Commissioning, Training | | | | | | | |
| Total Fees and Expenses | | | | | | | \$0.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$85,256.00 |
| MEP, FP | 2 @ \$190 + 26 @ \$160 + 14 @ \$140 | | | | | | \$6,500.00 |
| IT/AV and security | 6 @ \$190 + 78 @ \$160 + 42 @ \$140 + 44 @ \$125 | | | | | | \$25,000.00 |
| Structural Engineering | see below | | | | | | \$16,628.00 |
| Civil Engineering | 35 hours x \$140 | | | | | | \$3,500.00 |
| Survey (included in base scope up to \$2,000) | | | | | | | \$0.00 |
| Landscape Design (NA, only sod repair will be noted) | | | | | | | \$0.00 |
| Geotechnical Exploration (not required) | | | | | | | \$0.00 |
| Special Inspections Allowance | | | | | | | \$2,500.00 |
| Software Consulting (in base bid) | 10 hours @ \$150 | | | | | | \$0.00 |
| Cost Estimating | | | | | | | \$2,500.00 |
| Expenses - WAI (includes \$2,000 for survey if needed) | | | | | | | |
| Expenseses - HEI | | | | | | | |
| Total | | | | | | | \$141,884.00 |
| Not Included: | | | | | | | |
| Permit Fees | | | | | | | |
| Furniture specifications or bid documents | | | | | | | |
| LEED Registration or Submittal | | | | | | | |
| Construction Phase Services | | | | | | | |

- **Structural Services**
 - Initial Project Understanding/Design Team Meetings \$2,320
 - 4 hours to conduct site visit - PM
 - 8 hours to review existing drawings of structure - PM
 - 4 hours for design team meetings - PM
 - Expansion of north entrance: \$4,210
 - 3 hours develop initial concept design - PM
 - 14 hours to design new expanded entrance - SE
 - 20 hours to detail new expanded entrance - BT
 - 1 hour review of documents QA/QC - P
 - Revise location of existing interior stair to new location: \$8,660
 - 6 hours to develop initial concept design - PM
 - 30 hours to design new stair and any necessary modifications to the existing structure to support the stair - SE
 - 40 hours to detail new stair - BT
 - 2 hours review of documents QA/QC - P
 - Design site retaining walls for ADA ramp: \$1,437.50
 - 2 hours to review civil layout and determine required walls - PM
 - 4 hours to design new retaining walls - SE
 - 6 hours to detail new retaining walls - BT
 - 0.5 hour review of documents QA/QC - P

Beginning 2021 Hourly RatesWellner Architects, Inc.

| | |
|------------------------|-------|
| Principal | \$198 |
| Sr. Project Architect | \$174 |
| Project Architect | \$163 |
| Sr. Technical Designer | \$152 |
| Designer | \$140 |
| Technical Designer | \$130 |
| Sr. Interior Designer | \$130 |
| Interior Designer | \$111 |
| Support II | \$82 |
| Support I | \$65 |

SK Design Group

| | |
|------------------------|----------|
| Principal | \$190.00 |
| Senior Project Manager | \$150.00 |
| Project Manager | \$140.00 |
| Project Engineer | \$120.00 |
| Inspector (Engineer) | \$100.00 |
| Inspector (Technician) | \$90.00 |
| Technician/Drafter | \$90.00 |
| Clerical | \$60.00 |

Leigh & O'Kane**Hourly Fee Rates:**

| |
|-----------------------|
| Principals (P) |
| Project Managers (PM) |
| Staff Engineer (SE) |
| CAD/BIM Tech (BT) |

Structural:

| |
|-------------------|
| \$195.00 per hour |
| \$145.00 per hour |
| \$120.00 per hour |
| \$95.00 per hour |



Henderson Engineers

Core Rates

| | |
|---------------------------------|---------|
| Principal | 190 |
| Department Director | 160-170 |
| Senior PM / Engineer / Designer | 160 |
| Lead PM / Engineer / Designer | 140 |
| Engineer / Designer III | 130 |
| Engineer / Designer II | 115 |
| Engineer / Designer I | 105 |
| Site Observation Specialist | 100-105 |
| BIM/CADD Technician | 80-85 |
| Administrative Specialist | 80-85 |

Special Rates

| | |
|----------------------------------------|---------|
| Senior Fire Code Consultant | 165 |
| Fire Code Consultant | 145 |
| Senior Broadcast Designer | 165 |
| Senior / Lead Acoustical Consultant | 140-160 |
| Acoustical Consultant | 105-120 |
| Senior Architectural Lighting Designer | 120-150 |
| Architectural Lighting Designer | 105-110 |
| Construction Manager | 140 |
| Electrical Systems / Eng. Manager | 140 |
| Commissioning Manager / Agent | 130 |
| Commissioning Technician | 105-115 |
| Estimator | 130 |
| Certified Energy Manager | 130 |
| Project Developer / Coordinator | 105 |

CMR (cost estimating):

| | |
|----------------------|----------|
| Principal estimator: | \$164.50 |
| Project Estimator: | \$135.50 |
| Estimator Assistant: | \$92.10 |

Confluence Tech:

| | |
|-------------|----------|
| Consulting: | \$150.00 |
|-------------|----------|



DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 3

PROJECT NO. 81000817 CONTRACT NO. 1519

**FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Wellner Architects, Inc. (Design Professional). The parties amend the Agreement entered into on October 30, 2019, as follows:

WHEREAS, City has previously entered into a contract dated October 30, 2019 in the amount of \$187,938.00, executed a \$27,663.00 Amendment No. 1 on September 21, 2020, and executed a \$177,399.00 Amendment No. 2 on February 22, 2021 for a total contract amount of \$393,000.00; and

WHEREAS, the City desires execute Amendment No. 3, in the amount of \$65,000.00, to amend the total contract amount to \$458,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 3rd Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment A-3 Additional Scope of Services for Amendment No. 3; and
 - b. Attachment C-3, Design Professional Fee Summary and Schedule of Position Classifications for Amendment No. 3.
- B. Delete and replace the following section(s):
 - a. Delete Sec. 4, Compensation and Reimbursables, Subsections A and B, and replace with the following Sec. 4, Compensation and Reimbursables, Subsections A and B:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$458,000.00, as follows:
 - 1. \$457,576.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Design Professional Fee Summary and schedule of position classifications and the

salary range for each position is included as a part of **Attachments C and C-3**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$0.00. The following are the reimbursable expenses that City has approved: Reimbursable expenses will be negotiated.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$424.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-3**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A and A-3** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachments A and A-3**. City, upon approving the invoice, shall remit payment.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

DocuSigned by:

Debra Yazell

F4BA96147C4145D...

Date: 10/7/2021

Title: Business Manager

KANSAS CITY, MISSOURI

By:

DocuSigned by:

D Matt Bond

44458FCE836C4D6...

Date: 10/25/2021

Title: Deputy Director

Approved as to form:

DocuSigned by:

Mark Jones

0909E44CF75D420...

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:

Theresa Danielson

12/1/2021

Director of Finance

(Date)

CONTRACT NO. 1519 / PROJECT NO. 81000817

**FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

ATTACHMENT A-3 ADDITIONAL SCOPE OF SERVICES FOR AMENDMENT NO. 3

Wellner Architects, Inc., is pleased to provide this proposal for additional design development through bidding services for the following scopes of work. In addition, the bid package will be reorganized for base bid to include all work except the GN RRs. The GN RRs will be bid as alternates.

1. Gender Neutral Public Restrooms on Level 1: North Public RRs / Fee: \$20,728.00
 - Separate individual full height walls (the south public RRs are two single RRs)
 - Toilet and sink in each GN room
 - Common sink at exit
 - Janitor's Closet
 - Demo and TF as required, lighting, power, HVAC, and water heater if required
 - Caregiving Room

2. Gender Neutral Public RRs (2 individual RRs) on Level 1S / Fee: \$7,730.00
 - Remove Stalls
 - Modify layout to coordinate with future staff GN layout
 - Demo and TF as required, lighting, power

3. Gender Neutral Public RRs on Level 2N / Fee: \$17,446.00
 - Separate individual full height walls
 - Toilet and sink in each GN room
 - Common sink at exit
 - Janitor's Closet
 - Demo and TF as required, lighting, power, HVAC, and water heater if required
 - Caregiving Room

4. Terrace Level ADA RRs/ Fee: \$5,100.00
 - Modify a toilet stall and lav in each RR for ADA access (previous scope was adding a sign redirecting ADA users to another RR)

5. NE Entry Modifications for ADA/ Fee: \$9,658.00
 - Relocate interior vestibule door to meet ADA requirements
 - Relocate open office
 - Modify door and wall locations as required
 - Demo and TF as required, lighting

6. Add lighting at South Entry / Fee: \$1,902.00

- Consider poles and recessed fixtures

7. Develop JOC bid package for PM area, and reincorporate into base bid / Fee: \$12,030.00

- Secure 2nd Floor with access control door at stair bottom, and elevator access controls for each floor, as well as outside elevator at Level 1
- Demo existing doors, counter for new offices
- TF for PM offices
- Lighting, IT as required

Contract No. 1519/Project No. 81000817 - Various Building and IT Improvements and ADA Compliance Implementation WSD Administration Building (SLBE-WSDEPS)

Attachment C-3, Design Professional Fee Summary and Schedule of Position Classifications for Amendment No. 3:

WSD ADA, IT, and Bldg Improvements - Additional Scope for GN RRs - Level 1N

| Task | 4/14/2021 | | Person Hours | | | | Total Hours | Fee |
|----------------------------------------------------|-----------------|-------------------|-----------------|-------------------|----------------|----|--------------------|-----|
| | Project Manager | Project Architect | Tech Designer | Interior Designer | Support | | | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | | |
| Base plan development for gender neutral restrooms | 1 | 4 | | 12 | | 17 | \$ 2,454.00 | |
| Code Review | | 4 | | | | 4 | \$ 696.00 | |
| Structural coordination | | 2 | | | | 2 | \$ 348.00 | |
| M/E coordination of additional scopes | | 4 | | | | 4 | \$ 696.00 | |
| Material and Finish Selections | | | | 8 | | 8 | \$ 1,040.00 | |
| T of C for additional specs | | 2 | | | | 2 | \$ 348.00 | |
| Cost estimate coordination | | 2 | | | | 2 | \$ 348.00 | |
| Review and Amend | | 2 | | 2 | | 4 | \$ 608.00 | |
| Subtotal Arch hours and fee | 1 | 20 | 0 | 22 | 0 | 43 | \$ 6,538.00 | |
| Construction Document Phase | | | | | | | | |
| Finalize drawings - details | | 4 | | 16 | | 20 | \$ 2,776.00 | |
| Technical specifications | | 16 | | | | 16 | \$ 2,784.00 | |
| QC | | 1 | | | | 1 | \$ 174.00 | |
| Coordinate with MEP | | 1 | | | | 1 | \$ 174.00 | |
| Final Cost Estimate coordination | | 1 | | | | 1 | \$ 174.00 | |
| Review and amend | | 2 | | 2 | | 4 | \$ 608.00 | |
| Subtotal Arch hours and fee | 0 | 25 | 0 | 18 | 0 | 43 | \$ 6,690.00 | |
| Totals | | | | | | | | |
| Architecture | | | | | | | \$13,228.00 | |
| MEP, FP | | | | | | | \$5,000.00 | |
| Structural Engineering (allowance) | | | | | | | \$1,500.00 | |
| Cost Estimating | | | | | | | \$1,000.00 | |
| Total | | | | | | | \$20,728.00 | |

WSD ADA, IT, and Bldg Improvements - Additional Scope for GN RRs - Level 1 South Public RRs (2)

| Task | 4/14/2021 | | Person Hours | | | | Total Hours | Fee |
|----------------------------------------------------|-----------------|-------------------|-----------------|-------------------|----------------|----|--------------------|-----|
| | Project Manager | Project Architect | Tech Designer | Interior Designer | Support | | | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | | |
| Base plan development for gender neutral restrooms | 1 | 4 | | 8 | | 13 | \$ 1,934.00 | |
| Code Review | | | | | | 0 | \$ - | |
| Structural coordination | | | | | | 0 | \$ - | |
| M/E coordination of additional scopes | | | | | | 0 | \$ - | |
| Material and Finish Selections | | | | | | 0 | \$ - | |
| T of C for additional specs | | | | | | 0 | \$ - | |
| Cost estimate coordination | | | | | | 0 | \$ - | |
| Review and Amend | | | | | | 0 | \$ - | |
| Subtotal Arch hours and fee | 1 | 4 | 0 | 8 | 0 | 13 | \$ 1,934.00 | |
| Construction Document Phase | | | | | | | | |
| Finalize drawings - details | | 4 | | 20 | | 24 | \$ 3,296.00 | |
| Technical specifications | | | | | | 0 | \$ - | |
| QC | | | | | | 0 | \$ - | |
| Coordinate with MEP | | | | | | 0 | \$ - | |
| Final Cost Estimate coordination | | | | | | 0 | \$ - | |
| Review and amend | | | | | | 0 | \$ - | |
| Subtotal Arch hours and fee | 0 | 4 | 0 | 20 | 0 | 24 | \$ 3,296.00 | |
| Totals | | | | | | | | |
| Architecture | | | | | | | \$5,230.00 | |
| MEP, FP | | | | | | | \$2,000.00 | |
| Structural Engineering (allowance) | | | | | | | | |
| Cost Estimating | | | | | | | \$500.00 | |
| Total | | | | | | | \$7,730.00 | |

WSD ADA, IT, and Bldg Improvements - Additional Scope for GN RRs - Level 2N

| 3/31/2021 | | Person Hours | | | | | Fee |
|----------------------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-------|--------------------|
| Task | Project | Project | Tech | Interior | Support | Total | |
| Discipline | Manager | Architect | Designer | Designer | | Hours | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base plan development for gender neutral restrooms | 1 | 8 | | 12 | | 21 | \$ 3,150.00 |
| Code Review | | | | | | 0 | \$ - |
| Structural coordination | | | | | | 0 | \$ - |
| M/E coordination of additional scopes | | | | | | 0 | \$ - |
| Material and Finish Selections | | | | | | 0 | \$ - |
| T of C for additional specs | | | | | | 0 | \$ - |
| Cost estimate coordination | | | | | | 0 | \$ - |
| Review and Amend | | | | 2 | | 2 | \$ 260.00 |
| Subtotal Arch hours and fee | 1 | 8 | 0 | 14 | 0 | 23 | \$ 3,410.00 |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | | 8 | | 24 | | 32 | \$ 4,512.00 |
| Technical specifications | | 4 | | | | 4 | \$ 696.00 |
| QC | 1 | 1 | | | | 2 | \$ 372.00 |
| Coordinate with MEP | | 1 | | | | 1 | \$ 174.00 |
| Final Cost Estimate coordination | | 1 | | | | 1 | \$ 174.00 |
| Review and amend | | 2 | | 2 | | 4 | \$ 608.00 |
| Subtotal Arch hours and fee | 1 | 17 | 0 | 26 | 0 | 44 | \$ 6,536.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$9,946.00 |
| MEP, FP | | | | | | | \$5,500.00 |
| Structural Engineering (allowance) | | | | | | | \$1,000.00 |
| Cost Estimating | | | | | | | \$1,000.00 |
| Total | | | | | | | \$17,446.00 |

WSD ADA, IT, and Bldg Improvements - Terrace ADA fixture mods

| 4/13/2021 | | Person Hours | | | | | Fee |
|-------------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-------|-------------------|
| Task | Project | Project | Tech | Interior | Support | Total | |
| Discipline | Manager | Architect | Designer | Designer | | Hours | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base plan development for ADA mods | | | | | | 0 | \$ - |
| Code Review | | | | | | 0 | \$ - |
| Structural coordination | | | | | | 0 | \$ - |
| M/E coordination of additional scopes | | | | | | 0 | \$ - |
| Material and Finish Selections | | | | | | 0 | \$ - |
| T of C for additional specs | | | | | | 0 | \$ - |
| Cost estimate coordination | | | | | | 0 | \$ - |
| Review and Amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 0 | 0 | 0 | 0 | 0 | 0 | \$ - |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | 1 | 2 | 4 | | | 7 | \$ 1,154.00 |
| Technical specifications | | 2 | | | | 2 | \$ 348.00 |
| QC | | | | | | 0 | \$ - |
| Coordinate with MEP | | 2 | | | | 2 | \$ 348.00 |
| Final Cost Estimate coordination | | 2 | 1 | | | 3 | \$ 500.00 |
| Review and amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 1 | 8 | 5 | 0 | 0 | 14 | \$ 2,350.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$2,350.00 |
| MEP, FP | | | | | | | \$2,500.00 |
| Structural Engineering (allowance) | | | | | | | |
| Cost Estimating | | | | | | | \$250.00 |
| Total | | | | | | | \$5,100.00 |

WSD ADA, IT, and Bldg Improvements - NE Entry Modifications

| 3/31/2021 | | Person Hours | | | | | Fee |
|---------------------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-------|-------------------|
| Task | Project | Project | Tech | Interior | Support | Total | |
| Discipline | Manager | Architect | Designer | Designer | | Hours | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base plan development for modified NE Entry | 2 | 4 | | 8 | | 14 | \$ 2,132.00 |
| Code Review (confirm exiting during construction) | | 2 | | | | 2 | \$ 348.00 |
| Structural coordination | | | | | | 0 | \$ - |
| M/E coordination of additional scopes | | 2 | | | | 2 | \$ 348.00 |
| Material and Finish Selections | | | | | | 0 | \$ - |
| T of C for additional specs | | | | | | 0 | \$ - |
| Cost estimate coordination | | 1 | | | | 1 | \$ 174.00 |
| Review and Amend | | 4 | | 4 | | 8 | \$ 1,216.00 |
| Subtotal Arch hours and fee | 2 | 13 | 0 | 12 | 0 | 27 | \$4,218.00 |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | | 8 | | 8 | | 16 | \$ 2,432.00 |
| Technical specifications | | | | | | 0 | \$ - |
| QC | | 2 | | | | 2 | \$ 348.00 |
| Coordinate with MEP | | 2 | | | | 2 | \$ 348.00 |
| Final Cost Estimate coordination | | 1 | | | | 1 | \$ 174.00 |
| Review and amend | | 2 | | 8 | | 10 | \$ 1,388.00 |
| Subtotal Arch hours and fee | 0 | 15 | 0 | 16 | 0 | 31 | \$4,690.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$8,908.00 |
| MEP, FP | | | | | | | \$500.00 |
| Structural Engineering (allowance) | | | | | | | |
| Cost Estimating | | | | | | | \$250.00 |
| Total | | | | | | | \$9,658.00 |

WSD ADA, IT, and Bldg Improvements - Light Poles are South Entry (or recessed lights)

| 4/14/2021 | | Person Hours | | | | | Fee |
|----------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-------|-------------------|
| Task | Project | Project | Tech | Interior | Support | Total | |
| Discipline | Manager | Architect | Designer | Designer | | Hours | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base site plan for lighting concepts (poles or recessed) | | 4 | | | | 4 | \$ 696.00 |
| Code Review (confirm exiting during construction) | | | | | | 0 | \$ - |
| Structural coordination | | | | | | 0 | \$ - |
| M/E coordination of additional scopes | | | | | | 0 | \$ - |
| Material and Finish Selections | | | | | | 0 | \$ - |
| T of C for additional specs | | | | | | 0 | \$ - |
| Cost estimate coordination | | 1 | | | | 1 | \$ 174.00 |
| Review and Amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 0 | 5 | 0 | 0 | 0 | 5 | \$ 870.00 |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | | | | 2 | | 2 | \$ 260.00 |
| Technical specifications | | | | | | 0 | \$ - |
| QC | | 1 | | | | 1 | \$ 174.00 |
| Coordinate with MEP | | 1 | | | | 1 | \$ 174.00 |
| Final Cost Estimate coordination | | 1 | | | | 1 | \$ 174.00 |
| Review and amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 0 | 3 | 0 | 2 | 0 | 5 | \$ 782.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$1,652.00 |
| MEP, FP | | | | | | | |
| Structural Engineering (allowance) | | | | | | | |
| Cost Estimating | | | | | | | \$250.00 |
| Total | | | | | | | \$1,902.00 |

| WSD ADA, IT, and Bldg Improvements - JOC Package completion and reincorporation | | | | | | | |
|----------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-------|-------------|
| Includes effort to separate into JOC package, and then reincorporate into base bid | | | | | | | |
| 3/31/2021 | | Person Hours | | | | | Fee |
| Task | Project | Project | Tech | Interior | Support | Total | |
| Discipline | Manager | Architect | Designer | Designer | | Hours | |
| Design Development | \$198.00 | \$174.00 | \$152.00 | \$130.00 | \$80.00 | | |
| Base plan development for JOC scope (secure 2nd Level and PM TF) | | | | | | 0 | \$ - |
| Code Review (confirm exiting during construction) | | | | | | 0 | \$ - |
| Structural coordination | | | | | | 0 | \$ - |
| M/E coordination of additional scopes | | | | | | 0 | \$ - |
| Material and Finish Selections | | | | | | 0 | \$ - |
| Notes on drawings for specs | | | | | | 0 | \$ - |
| Cost estimate coordination | | | | | | 0 | \$ - |
| Review and Amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 0 | 0 | 0 | 0 | 0 | 0 | \$ - |
| Construction Document Phase | | | | | | | |
| Finalize drawings - details | 2 | 8 | | 20 | | 30 | \$ 4,388.00 |
| Finalize note specifications | | 4 | | | | 4 | \$ 696.00 |
| QC | | 2 | | | | 2 | \$ 348.00 |
| Coordinate with MEP | | 2 | | | | 2 | \$ 348.00 |
| Final Cost Estimate coordination | | | | | | 0 | \$ - |
| Review and amend | | | | | | 0 | \$ - |
| Subtotal Arch hours and fee | 2 | 16 | 0 | 20 | 0 | 38 | \$ 5,780.00 |
| Totals | | | | | | | |
| Architecture | | | | | | | \$5,780.00 |
| MEP, FP, Access Control | | | | | | | \$6,250.00 |
| Structural Engineering (allowance) | | | | | | | |
| Cost Estimating | | | | | | | |
| Total | | | | | | | \$12,030.00 |



DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 4

PROJECT NO. 81000817 CONTRACT NO. 1519

**FOR VARIOUS BUILDING AND IT IMPROVEMENTS AND ADA COMPLIANCE
IMPLEMENTATION WSD ADMINISTRATION BUILDING (SLBE-WSDEPS)**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Wellner Architects, Inc. (Design Professional). The parties amend the Agreement entered into on October 30, 2019, as follows:

WHEREAS, City has previously entered into a contract dated October 30, 2019 in the amount of \$187,938.00, executed a \$27,663.00 Amendment No. 1 on September 21, 2020, executed a \$177,399.00 Amendment No. 2 on February 22, 2021, and executed a \$65,000.00 Amendment No. 3 on December 1, 2021, for a total contract amount of \$458,000.00; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$292,195.00, to amend the total contract amount to \$750,195.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 4th Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment A-4 Additional Scope of Services for Amendment No. 3; and
 - b. Attachment C-4, Design Professional Fee Summary and Schedule of Position Classifications for Amendment No. 4.
 - c. Attached CREO Contract Assurances Addendum.
- B. Delete and replace the following section(s):
 - a. Delete Part II, Standard Terms and Conditions, and replace with the following Part II, Standard Terms and Conditions.
 - b. Delete Sec. 4, Compensation and Reimbursables, Subsections A and B, and replace with the following Sec. 4, Compensation and Reimbursables, Subsections A and B:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$750,195.00, as follows:
 - 1. \$_____ for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to

actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed **3.04**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in Attachment . A schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-4**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of Attachment C. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable expenses that City has approved: Reimbursable expenses will be negotiated.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-4**. The amount billed for each Optional Service shall not exceed the amount established

for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A and A-4** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachments A and A-4**. City, upon approving the invoice, shall remit payment.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

Date: _____

Title: _____

KANSAS CITY, MISSOURI

By:

Date: _____

Title: _____

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability

\$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and

regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the

same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 17. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If

Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 18. Conflicts of Interest.

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 19. Conflict of Interest - Certification.

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

Employment. Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 28. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

b. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law

(Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.