DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 80002229/CONTRACT NO. 9522 – LABORATORY FACILITY RENOVATIONS AND MODIFICATIONS

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

A. The services to be provided under this Agreement are for the following project (Project) and purpose:

KC Water Services Dept. KCMO, seeking for design professional to provide design services for the laboratory facility at the Water Treatment Plant located 2 NE 32nd Street.

The design will include detailed programming, space planning, preliminary design, final design, construction documents, cost estimates, and evaluation.

The design and subsequent renovations and construction at the laboratory at the Water Treatment Plant must be phased so as to ensure on-going operations at all times from this site.

Additional services may include bid phase services, construction phase services, and project closeout service.

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 $351,000.00, as follows:

1. $309,000.00 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**. Engineering 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 $14,000.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of $28,000.00 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. Engineering 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
D. Matt Bond, Deputy Director
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0168
E-mail address: matt.bond@kcmo.org

Design Professional:

Finkle-Williams, Inc.

John L. Gaar

7007 College Boulevard, Suite 450, Overland Park, KS 66211

Phone: (913) 498-1550 extension 110 Facsimile: (913) 498-1040

E-mail address: jgaar@finklewilliams.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 (See Exhibit B)
Attachment B – Electronic Format Requirements
Attachment C – Design Professional Fee Summary and Schedule of Position Classifications **Attachment D -** Licensed Geographical Information System Data
Attachment E – HRD Documents

1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment F – Employee Eligibility Verification Affidavit
Attachment G – 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 G**.

Sec. 11. 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. 12. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E.** If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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.

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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: 7-13-2020

By: _____

Name: Greg Finkle

Title: President, FINKLE + WILLIAMS Architecture

KANSAS CITY, MISSOURI

Date: 8/19/2020

By: DocuSigned by: D Matt Bond 44458FCE836C4D6...

Name: D Matt Bond

Title: DeputyDirector

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 Danielsen E0E2BF64764D4B6...

Director of Finance

9/21/2020

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 provisions(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

ATTACHMENT A

Basic Scope of Services

Kansas City Water Services

Laboratory Modifications and Renovations

Design Professional:	Finkle + Williams, Inc.
Owner:	City of Kansas City, MO.
Project Number:	8000229
Contract Number:	9522

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP) to develop the Laboratory Modifications and Renovations for KC Water.

The Project: KC Water, Laboratory Modifications and Renovations

A. Background Information and General Description of Activities.

1. The CITY, acting through WSD, is undertaking this project to prepare a detailed Preliminary Design Report; Schematic Design documents (30% completion); Construction Phasing Evaluation; Targeted LEED Gold credits; and Cost Estimates.
2. DP shall use the City's e-Builder document management system.
3. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
4. DP shall submit meeting agendas and expected DP attendees to the PM at least 3 days prior to each meeting and distribute draft meeting minutes within two business days of the meeting.
5. DP shall maintain an up-to-date Plan Review Comment Log which the CITY will have access to throughout the term of the contract.
6. DP shall perform extensive site investigations including but not limited to: on-site observation to confirm existing conditions and existing drawings and site plans. If necessary, the DP will also review additional geotechnical reports and site surveys procured by the City.

B. 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 Design Development (60%), Construction Documents (100%), bidding phase services, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Lab.

C. Coordination. The DP shall coordinate as necessary with regulators, other utilities, City venders, City consultants and City contractors. The DP will be required to coordinate with other DPs and contractors involved in ongoing projects which affect the Project Site.

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

Task Series 100 – Project Management and Administration

Task Series 200 – Site Investigation

Task Series 300 – Preliminary Design/Programming Report

Task Series 400 – LEED Design

Task Series 500 – Schematic Design

E. Travel. DP may request pre-approval of non-local travel. The CITY's Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied. The CITY does not reimburse the DP for local travel.

F. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

G. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost and total project cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The level of accuracy of the cost opinions presented by DP will be as noted in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, maintenance costs and project soft costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations, maintenance costs or soft costs will not vary from the DP's opinions of probable operations and maintenance costs.

H. Closeout. Design Professional will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 150 calendar days following the City's issuance of a Notice To Proceed, NTP, to the DP.
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 150 calendar days of the written Notice to Proceed.

The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

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 subconsultants employed by the DP in completion of the Work. The following management activities will be provided by DP:

Task 101 Project Management Services

Provide project administration management services necessary throughout the project to successfully manage and complete the Scope of Services, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of planning and design progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices (showing, percentage complete by Task Series for each DP team firm member) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document planning and design progress, the percentage of completed work by Task Series, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the planning and design activities anticipated to be performed the next month, action items required by CITY, previous decision items, project cost estimate update, and potential project scope modifications and variances requiring CITY consideration. A short narrative shall be provided to describe the planning and design activity performed for each task within each Task Series. DP shall provide CITY with a narrative description of DP subconsultants work, if requested.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, schedule, and contractual agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subconsultant invoicing, and schedule maintenance. Prepare monthly M/WBE subconsultant utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 104 Quality Control

DP's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations and adherence to contract requirements.

Task 105 Project Kickoff Meeting

After Notice to Proceed (NTP) is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, project goals, DP's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, and expected MBE/WBE utilization schedule and content of subsequent monthly progress meetings. 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 106 Work Plan

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 (to be provided by DP)
        4. Collect additional drawings as available (scanned by WSD and provided to DP)
        5. Discuss communication methods and identify preferred method of contact.
        6. Review project goals: schedule, process, deliverables, collaboration and budget.

    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 to review space requirements, workflow, adjacencies, growth and other situational concerns. Define number of days for meetings/workshop
    d. Develop proposed sf program
    e. Develop space plan alternatives
    f. Present options to WSD Leadership, and document preferred recommendation at "10,000 foot level".
    g. Address comments received from WSD following review and integrate into upcoming phases of work.

3. Assessment of Building Existing Systems
        a. Building Envelope
        b. Structural
        c. HVAC
        d. Plumbing
        e. Fire Protection
        f. Electrical

g. Information Technology
h. Submit findings and recommendations to WSD for consideration in upcoming phases of work.
i. WSD will respond to DP within 14 calendar days with direction on how to proceed with the findings from the Assessment.

4. 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 affect HVAC load)
   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 based on anticipated life cycle costs.

5. ADA Upgrades:
   a. Define or identify modifications needed to meet ADA Compliance responding to ADA survey provided in the RFQ.

6. Building Improvements:
   a. Modifications and renovations to promote a better, more effective use of existing space and improved workflow.

7. IT Improvements
   a. Develop recommendations for IT Improvements
      1. Meet with WSD IT staff to review IT hardware and software needs
      2. Building-wide additional Wi-Fi coverage

8. Develop preliminary estimate of probable cost for:
   a. Lighting Retrofit/Replacement
   b. ADA Upgrades
   c. Building Improvements (to be itemized by area of work)
   d. IT and A/V Upgrades device, equipment and cabling upgrades
   e. Software recommendations and consultation.

9. Prepare Schematic Design Deliverables
   a. Space Planning Study
   b. LED conversion study
   c. Architectural drawings as overlay drawings to existing pdfs, or AutoCad (at the architect's discretion) indicating ADA and building improvements
   d. IT Recommendations
   e. Estimate of probable cost (to be itemized by area)

10. Present Schematic Design to WSD. Comments from WSD will be delivered to DP within 14 calendar days and integrated into the Design Development set of documents.

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 subconsultant 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. 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 107 Progress Meetings

Participate in up to six (6) separate monthly progress meetings with the Water Services Department (WSD) Senior Management team between the NTP and when the Project is ready to Bid. 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.

If the Contract is amended to add additional services such as but not limited to Design Development (60%) and/or Construction Documents (100%) additional progress meetings will be required and included in the Amended Contract.

TASK SERIES 200 - SITE INVESTIGATION

Task 201 Review Existing Documents and Drawings

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, and other sources provided by the CITY. DP will perform a preliminary survey of the proposed work site(s) with CITY staff.

Task 203 Load Study and Electrical Work

DP will review feeds from KCP&L/ Evergy to the KC Water Services Lab as obtained from existing construction documentation, general walk-through of site, and existing building demand load information as provided by Owner/KCP&L/Evergy. DP will use obtained documentation to identify existing electrical service capacity for the Lab and identify service code upgrades. Study limited only to main electrical service entrance equipment. Downstream distribution system is excluded study. Redundant feed recommendations will be limited to coordinating with

KCP&L/Evergy to ensure that KCP&L/Evergy maintains any existing redundancy. Development of building emergency distribution system is excluded from the study.

Task 204 Field Review Meeting

If a building addition is deemed necessary and agreed to by the CITY, the DP will conduct on-site field review meetings with CITY staff to review results of the site topographic and utility survey and the geotechnical report and further confirm existing conditions. These meetings will be held following completion of the site survey and geotechnical investigations. The purpose of these meetings is to review and confirm existing conditions.

Task 205 BIM Development

DP will develop a BIM Level of Development (LOD) up through and including LOD 200 for all areas of the Lab that are affected by major improvements including but not limited to relocation of walls, HVAC plumbing and electrical systems. The 3D BIM model will be included in the Final Preliminary Design Report. The BIM model may be transmitted to the Prospective Contractors for bidding purposes, in its native format (REVIT) for informational purposes upon prospective Contractors, executing an indemnification agreement releasing the DP from responsibility for the third party's use of the BIM model.

The DP will conduct the following additional tasks:

Task	Scope	Anticipated Result
BIM Planning Workshop	• Working back from end goals and data needs, develop the overall BIM requirements in conjunction with CITY • Define output requirements and overall high-level goals for BIM • Define platform and all discipline specific applications. • Discuss software licensing requirements. • Discuss hardware requirements.	• Completed draft data flow diagram of BIM related data and workflow notes. • Endorsement of platform and software selection, interaction with subconsultants, draft outline of BIM plan sections with specifically requested goals defined within each. • Follow up on-line meetings to address any data specific requirements unresolved or needing other input.
Draft Client BIM Requirements	• Draft BIM requirements document, incorporating planning workshop details, standards and responsibilities of the project team. • Complete internal review.	• Completed draft of CITY's BIM Requirements for final review/approval.
Final BIM Requirements Memo	• Incorporate CITY's comments	• Completed Final BIM Requirements memo.

Draft BIM Plan to meet requirements	• Draft project BIM Plan based on draft BIM Requirements. Complete internal review.	• Completed draft of BIM Plan specific to KC Water Lab project for final review/approval.
Final BIM Plan	• Conduct online meetings regarding data requirement. • Conclude data requirements for equipment identification, integration with ArcGIS geodatabase, O&M systems, reporting, etc. • Incorporate WSD comments • Complete internal review	• Final BIM plan including the decisions relative to specific data requirements, to be delivered to CITY and the DP team.
Develop BIM project instructions	• Create discipline and component specific instructions for the project based on the Final BIM Plan • Addresses content creation within the 3D model. • Addresses direction for content to be shown on 2D drawings only (diagrams) vs. 3D models.	• Completed BIM instructions by discipline in a tabular reference format for easy reference, to be delivered to the 3rd Party.

Task 206 BIM Deliverables

1. Electronic Copy of the Building Information Model (BIM) in its native file format (REVIT) or on a shared server.

TASK SERIES 300 - PRELIMINARY DESIGN REPORT (15% DESIGN)

Task 301 Preliminary Design Report

DESIGN PROFESSIONAL shall submit a Preliminary Design Report that includes the Basis of Design which identifies all spaces to be accommodated in the design; confirmation of existing structural systems for all areas and identification of structural system for addition if required; anticipated electrical needs and systems; anticipated HVAC needs and systems; new and existing equipment requirements; existing and new interior wall construction types; anticipated security needs and options; anticipated IT needs and options; anticipated moveable furniture, fixture and equipment (FF&E) requirements; preliminary construction and total project cost estimates.

If a building addition is deemed appropriate and approved by the CITY the following will be identified: proposed building envelope and interior wall construction, stormwater management strategy; paving system design options if drives and/or parking are required; landscaping design strategy if site work is required.

Detailed Programming: The DP will conduct detailed program review meetings with designated WSD Staff to review, refine and finalize program requirements including space allocations, staffing projections, and employee and visitor vehicular requirements. The DP will facilitate operational review discussions to determine final operation scenarios for the Lab including building operations and work-flow.

Basis of Design: The DP will conduct detailed program review meetings with designated WSD staff to develop building and site design and performance criteria including architectural, civil, structural, mechanical, plumbing, electrical, fire protection, information technology, security, audio visual, acoustical and FFE requirements. Findings will be incorporated into a summary Basis of Design (BOD) which will be included in the Preliminary Design Report.

Preliminary Design Review: The DP will conduct a Preliminary Design review meeting with designated WSD staff to review conceptual alternatives and identify preferred concepts. The DP will incorporate comments received into the Preliminary Design (Conceptual) site and building plans. The DP will conduct a Preliminary Design review meeting with WSD Senior Management Team to review the preferred concept and develop a recommended Preliminary Design. The recommended Preliminary Design will serve as the basis for the preparation of construction and total project costs estimates and construction phasing plan.

Preliminary Design Report: The Preliminary Design Report will incorporate deliverables in Task Series 200. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), sustainability, land use, and other relevant criteria. The evaluation will be compiled into the Preliminary Design Report.

The CITY will evaluate operation and maintenance costs in the same manner as first costs and initial capital investment as the long-term viability and management of ongoing operational and maintenance costs are considered critical to operational success. Planned maintenance or significant periodic maintenance expenses should be identified on a recommended practical schedule to provide for comprehensive ongoing expense planning in future years.

At a minimum, the Preliminary Design Report shall include the following: executive summary; introduction; description of alternatives considered to meet the Project requirements; advantages/ disadvantages/ risks summary table; detailed space program; detailed site program (if an addition is recommended); Basis of Design (BOD); Preliminary Design Drawings (conceptual design); opinions of probable construction costs and related project soft costs; and recommendation for advancement to Preliminary (30%; Schematic) Design. The opinion of probable construction cost and total project costs shall be a Class 4 estimate consistent with AACE standards the expected accuracy on the low end will be -15 to -30 percent and the expected accuracy on the high end will be from +20 to +50 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.

A summary of environmentally sustainable design considerations including strategies for achieving LEED V4 -Gold certification levels shall be included in the Preliminary Design Report identifying sustainable design strategies recommended for the project.

The Preliminary Design Report (PDR) shall include matrices, spreadsheets, drawings and/or narratives documenting the items listed below. At this stage, the estimated percent complete of the Preliminary Design by discipline or task as shown in the Table beginning on page 11.

Basis of Design: The DP will conduct detailed program review meetings with designated WSD Staff to develop building design and performance criteria including architectural, mechanical, plumbing, electrical, fire protection, information technology, security, audio visual, acoustical and FFE requirements. Findings will be incorporated into a summary Basis of Design (BOD) which will be included in the Preliminary Design Report.

The DP will review and develop construction phasing options and develop a phasing plan that ensures cost effective construction. The DP will prepare Preliminary Design drawings consisting of conceptual building floor plans and structure illustrating key functional adjacencies, operational work-flows and circulation throughout the building.

The DP will conduct a Preliminary Design review meeting with designated WSD Staff to review conceptual alternatives and identify preferred concepts. The DP will incorporate comments received into the Preliminary Design (Conceptual) site and building plans. The DP will conduct a Preliminary Design review meeting with WSD Senior Management Team to review the preferred concept and develop a recommended Preliminary Design. The recommended Preliminary Design will serve as the basis for the preparation of construction and total project costs estimates and construction phasing plan.

The Preliminary Design Report will incorporate deliverables in Task Series 200. Evaluation will include total cost of ownership (capital, operations, and maintenance costs), sustainability, land use, and other relevant criteria. The evaluation will be compiled into the Preliminary Design Report. The CITY will evaluate operation and maintenance costs in the same manner as first costs and initial capital investment as the long-term viability and management of ongoing operational and maintenance costs are considered critical to operational success. Planned maintenance or significant periodic maintenance expenses should be identified on a recommended practical schedule to provide for comprehensive ongoing expense planning in future years.

At a minimum, the Preliminary Design Report shall include the following: executive summary, introduction, description of alternatives considered to meet the Project requirements, advantages/disadvantages/risks summary table, detailed space program, Basis of Design (BOD), Preliminary Design Drawings (conceptual design), opinions of probable construction costs and related project soft costs and recommendation for advancement to preliminary (30%) Schematic Design. The opinion of probable construction cost and total project costs shall be a Class 4 estimate consistent with AACE standards.

A summary of environmentally sustainable design considerations including strategies for achieving LEED V4 -Gold certification level shall be included in the Preliminary Design Report identifying sustainable design strategies recommended for the Project.

The Preliminary Design Report (PDR) shall include matrices, spreadsheets, drawings and/or narratives documenting the items listed below. At this stage, the estimated percent complete of the Preliminary Design by discipline or task is as follows:

Discipline	Percent Complete	Narrative
Architectural	15%	• Written narrative of Building Operations Requirements • Tabular Space Program defining net assignable square foot (sq ft) area requirements for each space within the proposed facility and documenting current and projected staffing requirements • Graphic Space Program illustrating area of each program space • Room Data Sheets for each program space documenting key room dimensions, furniture and equipment requirements, interior finishes, MEP-FP design criteria and any special conditions • Conceptual Design Floor Plans for building illustrating overall functional organization for each program element. Plan shall show key overall exterior dimensions and general structural bay sizes. • Dimensioned Concept Plans shall illustrate general structural grid, building core elements, space allocations for MEP equipment/shafts, restrooms, approximate interior partition locations, approximate door and window locations and finish floor elevations, and Total Net Square Foot and Gross Square Foot Area (sq ft) summaries for building. • Accessibility routes and pedestrian flow diagrams. • Preliminary Building Code Analysis • 3D Massing Studies and Sketches of Preliminary Design alternatives considered. ADA Compliance Related: • Define or identify modifications needed to meet ADA Compliance responding to ADA survey provided in the RFQ.
Lab Equipment	15%	• Inventory existing Lab equipment and determination of which equipment will be reused/relocated • Preliminary Equipment Manual including; Equipment List, Mechanical Utility Matrix, Electrical Utility Matrix, Equipment Cut Sheets • Preliminary Cost Estimate for new Maintenance Equipment
HVAC	15%	• Review of mechanical system options and relative pros/cons (energy use and potential impact on LEED Gold) identify preferred systems • Narrative of Mechanical Design Requirements and Criteria • Establish, with the CITY and DP team's direct input the base design criteria to be used for planning and designing the remodel. This design criteria information will identify

		preliminary functional requirements for building mechanical and HVAC systems such as: o General ventilation requirements for each functional area including but not limited to administrative area, different lab work areas, mechanical areas and storeroom areas. o Minimum design temperatures for heating and cooling for each functional area o Building energy benchmarking o Climate Analysis o Preliminary HVAC system description and narratives o Energy sources identified o Recommendations for Mechanical equipment rooms sizes and locations.
Energy Modeling and Lighting Retrofit	15%	• Set Energy Goals/Targets using basic "Box Model" (As required by LEED for EA Prerequisites/Credits) • Energy Benchmarking and Climate Analysis <u>Lighting Study Related:</u> • 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 affect HVAC load) • Evaluate options of lamp only replacement verses entire fixture replacement • Prepare feasibility report including construction costs, life cycle cost, energy savings, rebate options • Present report to WSD with recommendation based on anticipated life cycle costs
Plumbing	15%	• Plumbing Design Criteria Narrative identifying code required plumbing needs, including plumbing fixture approx. count and locations • Identify plumbing requirements for compressed air distribution • Narrative for sanitary drainage system. Show main connection points and sizes. • Narrative describing scope of work for coordination with Fire Protection sprinkler systems.
Fire Protection	15%	• Fire protection design criteria and system(s) narrative including Code Compliance approach • Request/review hydrant flow tests to assess existing system static and residual pressures and expected maximum available flow rates for fire suppression systems. • Fire Suppression design criteria and system narrative

Electrical	15%	• Narrative assessment of existing site and building electrical power infrastructure, capacity and distribution system • Preliminary load calculations for proposed site and building improvements including assessment of redundancy and emergency power requirements. • Design Criteria for electrical services including voltage, number of feeders and whether feeders are overhead or underground. • Establish power density requirements for proposed site and buildings. • Establish general lighting levels and type of lighting for exterior areas including employee and visitor parking and circulation areas. • Establish general lighting levels and type of lighting for each functional area within the facility • Electrical design criteria and systems narrative including emergency power, functional areas and equipment to be included on emergency power and emergency power generating system. • Conceptual site and building power distribution strategies to provide required service while maintaining uninterrupted site operations • Identify special electrical requirements or features, e.g. UPS room. • Electrical equipment and telephone rooms sized and approximate locations.
Security	15%	• Narrative Summary of asset areas and personal areas requiring electronic security systems. • Quantify electronic Security System needs and existing CITY systems affecting the project. • Identify office (if needed) and equipment room space and location requirements.
Audio-Visual	15%	• Programming meetings with Water Services Staff to determine AV programmatic needs • Basis of Design Narrative for Audio Visual systems
Acoustical	15%	• Recommended list of noise sensitive areas
Environmental Evaluation	By Third Party	• Assist CITY with procurement of third party Phase-II Environmental Assessment services to identify if environmental abatement (asbestos, lead paint, contaminated soils, etc.) is required, and if so, areas affected. Assist CITY with procurement of Phase II Environmental Assessment services if required for abatement and disposal planning.

Furniture, Fixtures & Equipment	15%	• FFE Diagrams to establish various Lab work stations, private office(s), modular work stations, admin. support work stations, training room, staff break room and employee support area furniture requirements and standards for each program area for planning and project cost estimating purposes. • Preliminary FFE Schedule documenting type, quantity and estimated unit costs. • Preliminary FFE Cost Estimate for procurement and installation of moveable equipment and furniture needed to fit out remodeled (and new) facilities
BIM Model, LOD 200	15%	• LOD 200 BIM model where elements are modeled with approximate quantities, size, shape, location and orientation. It is also possible to attach non-geometric information to the models if appropriate for CITY's needs.
Preliminary Construction and Total Project Cost Estimates	15%	• Preliminary Construction Cost Estimate of all major site and 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"

Task 302 Presentation and Summary of Preliminary Design Report

After the submission of the Preliminary Design Report, DP shall present their findings in two meetings. The first presentation will be for designated WSD Staff. After comments are incorporated, the second presentation will take place for WSD Senior Management. The Preliminary Design Report will be revised to reflect the comments obtained.

Task 303 Development Draft Project Phasing Plan

The DP will develop a draft Phasing Plan for the construction sequence of the Lab improvements contained in the Preliminary Design Report. The Phasing Plan shall consist of multiple construction phases taking into account design, constructability, maintaining uninterrupted operations and phased procurement requirements.

Task 304 Preliminary Design Deliverables

1. Two (2) printed Preliminary Design Reports (Including Site and Building Program, BOS, Preliminary Drawings) and 1 electronic copy Preliminary Design Report in word format with Preliminary Design Drawings in PDF. file format
2. One (1) electronic copy of the Project Phasing Plan
3. One (1) electronic copy of the probable construction and total project cost (class 4)
4. One (1) electronic copy of Interactive Equipment Manual in PDF file format

5. One (1) electronic copy of a Summary PowerPoint presentation of the Preliminary Design Report and Preliminary Design Drawings
6. One (1) electronic copy of the updated BIM model in its native file format.

TASK SERIES 400 - LEED DESIGN

Task 401 LEED Credits

The DP shall include a summary of the applicable LEED v4 credits in the Preliminary Design Report and updated Basis of Design memorandum. The reported LEED V4 credits from the Preliminary Design (15%), and Schematic Design (30%) shall be confirmed and updated to meet the project LEED goals of LEED Gold. The DP will assist the CITY in evaluating available credits and shall select ONLY those credits that are relevant to the Project.

The DP shall provide an updated checklist that identifies the status of pursuing each credit to the CITY at major milestones including Preliminary Design (15%) and Schematic Design (30%). The DP shall provide a brief summary memorandum, describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this Project and why these credits will achieve a higher level of accreditation on this Project.

The LEED credit support documentation is NOT included in the Basic Scope of Services, but DP shall review the LEED credit support documentation requirements. If the CITY decides to move forward with LEED v4 certification including official project registration, additional DP support services will be provided as Optional Services. However, the DP shall be responsible for the LEED credit scores reported during this Project. All LEED credit scoring shall be completed by or under supervision of a certified LEED AP BD+C.

Task 402 LEED Credits Meeting

The DP will conduct a LEED strategy review meeting with WSD Senior Management to review rating system requirements and identify strategies and goals for achieving the CITY's sustainable design objectives for the project. This work session will include Energy Goal setting to meet LEED V4 IP credit requirements.

The DP shall provide an initial LEED credit scoring summary to the CITY prior to the Project LEED strategy review meeting for purposes of review and discussion at the meeting. The DP shall make any modifications to the selected credits and scoring during the meeting. Following the meeting, the DP shall provide the final list of selected credits, potential credits, strategies for achieving any innovation credits or specialized credits, and estimated current project score (range) by credit. The CITY will review and approve the final selections.

The DP will then document the final selections, including the selection process, documentation requirements and potential strategies/metrics for meeting each identified credit in the Summary LEED Document (to be included as part of the Preliminary Design Basis Report). The final approved credits will be required in project reporting for sustainability on this Project. Should LEED V4 IP credits be pursued the DP will assist the CITY in identifying and adding a third party commissioning agent to the project team at the appropriate time.

Task 403 LEED Reporting

Using the LEED rating system as the metric for scoring project sustainability, DP shall report project sustainability updates in each monthly Project Status Report (PSR) and at the completion of Preliminary Design Report (15%) and Schematic Design (30%). The sustainability report shall include key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when. DP shall provide a digital file as well as a PDF of the summary Credit Report to the CITY, accompanying the hard copy of the PSR.

Submittal of LEED verification documentation as required for LEED certification is not included in this Basic Scope of Services. If verification documentation is needed, it will be performed as Optional Services at the request of the City.

TASK SERIES 500 - SCHEMATIC DESIGN (30% DESIGN)

Task 501 Preliminary Design Refinement

DP will refine and develop the 15% Preliminary Design, building program, BOD, supporting information, project construction phasing plan and estimated construction and total project costs estimates.

Task 502 Schematic Design Drawings, Specifications and BIM of Improvements

Prepare Schematic Design drawings and outline specifications. The drawings shall have sufficient detail to show the proposed work and coordination between disciplines. See Task Series 300, Preliminary Design Report for detailed list of drawings and information required under the Scope of Services. The level of detail in the Schematic Design drawings shall be sufficient to proceed with the development of detailed Design Development and Construction Contract Documents by the DP.

See Task 506 below for additional requirements pertaining to the development of the Final Preliminary Design Report and Schematic Design (30%). The Schematic Design Drawings will identify known conflicts with existing infrastructure. Included will be an updated BIM model generated in the Preliminary Design phase where work by all disciplines is in the same file.

Task 503 Update of Recommended Construction Phasing Plan

Update the recommendations in Task Series 300 based on the criteria in Task Series 300 and the findings in the Preliminary Design Report and Preliminary Design (15%). Incorporate the updated recommended construction phasing into final PDR.

Task 504 Update of Probable Construction and Total Project Costs

DP will update the preliminary opinion of probable construction and total project costs based on Schematic Design 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 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 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.

Task 505 Schematic Design Development and Summary Schematic Design Presentation.

Upon updating the Preliminary Design drawings based on comments received from WSD at the conclusion of Preliminary Design (15%), the DP will meet with WSD in one meeting to review Schematic Design progress and development. This meeting will be with WSD Senior Management and other designated WSD Staff deemed appropriate by WSD. DP will incorporate comments received into the Schematic Design.

At the conclusion of Schematic Design (30%), DP shall present the Schematic Design and their findings in two summary Schematic Design reviews meetings. The first presentation will be for the designated WSD Staff. The second presentation will include engineers and WSD Senior Management after comments from the designated WSD Staff have been included. The Final Preliminary Design Report will be revised to reflect the comments obtained from the designated WSD Staff and WSD Senior Management.

Task 506 Final Preliminary Design Report & Schematic Design (30%)

DP will prepare the Final Preliminary Design Report ((PDR) for the Project at the completion of the Schematic Design phase, including a summary of previously prepared Preliminary Design information and efforts; constructability concerns; phasing concerns; permitting requirements; total cost of ownership of the proposed work; and preliminary opinion of probable construction cost and total project costs for the project.

Evaluation will include total cost of ownership (capital, operations, and maintenance costs), sustainability and other relevant criteria. For those improvements taken to final design, the evaluation will be compiled and presented to the CITY. The CITY will be evaluating operational and life cycle maintenance costs in the same manner as initial capital investment (first costs) as long-term viability and life-cycle cost is considered critical to operational success in the future.

Periodic scheduled maintenance requirements for major building systems of significant expense should be identified with a recommended practical schedule to provide for comprehensive ongoing expenses in future years.

The final PDR shall provide: building program; BOD including major component and system design criteria; preliminary drawings; draft specifications; and a summary of any additional memos not mentioned. Final PDR shall include design criteria for architecture; each applicable engineering discipline; specialty disciplines and LEED elements. The level of detail in the final

PDR shall be sufficient to proceed through the development of detailed Construction Contract Documents by the DP.

The Final PDR will document the 30% Schematic Design through the inclusion of:

1. Major building systems and component design and performance criteria for the following professional design disciplines:
    a. Architectural; exterior envelope and major interior finishes; address how ADA compliance will be achieved
    b. Structural; systems and load criteria
    c. Mechanical (including HVAC), Plumbing and Fire Protection
    d. Energy Model /Report
    e. Electrical power supply and distribution, interior and exterior site lighting
    f. Information Technology and Site and Building Security
    g. Audio Visual Systems and Acoustics
    h. Security
    i. Information Technology
    j. Building and Code Analysis per City of Kansas City Missouri, Code Requirements
    k. LEED v4 Credit Summary
    l. Draft Specifications in CSI Format
    m. Construction Delivery Methodology Memo
    n. Risk Management Plan
    o. Furniture, Fixtures and Equipment Memo
    p. Construction and Total Project Cost Estimates
    q. Appendices
2. Construction Phasing Plan; a description of construction sequencing and construction constraints for phased project implementation including milestone design and construction implementation schedule.
3. Updated BIM, LOD 2.0
4. Schematic Design drawings and supporting technical information to support the next phases of design including Design Development and Contract Document preparation.

Schematic Design 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	30%	• Schematic Floor Plans of building with room names and total net assignable area in sq ft. • Dimensioned Schematic 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. • Schematic Plans shall indicate major fixed and moveable equipment and any special conditions. • Total net square foot and gross square foot area summaries for site and building.

		• Accessibility routes and pedestrian flow diagrams. • Building Code Analysis. • Sketches of alternative approaches considered. • Schematic Building Sections showing finished ceiling heights, structural depth and relationship to site and grade. • Typical Wall Section showing exterior wall and roof sections and assemblies • Outline Specifications for Architectural Scope. ADA Compliance Related: • Define or identify modifications needed to meet ADA Compliance responding to ADA survey provided in the RFQ.
Maintenance Equipment	30%	• Updated Existing Equipment List • Major fixed and moveable equipment keyed to Schematic floor plans.
Structural	30%	• Identify major structural design items. • Single line Structural Floor and Roof framing plans with typical bay sizes and member sizes noted • Outline Specifications for Structural Scope
HVAC	30%	• Schematic Heating Ventilating and Air Conditioning System description for building including 'U' factors, temperature and humidity range and required air changes, etc. • Schematic One-line drawing illustrating major HVAC equipment locations, major duct runs and vertical shafts and risers. • Energy sources identified, with utility entrances noted on the Schematic MEP Site Plan. • Mechanical equipment rooms and vertical shafts and risers sized and coordinated with Architectural drawings. • Locations for cooling towers (if applicable), exterior ground mounted equipment, roof mounted equipment and major interior equipment shown on the schematic drawings. • Outline Specifications for HVAC Scope
Energy Modeling and Lighting Retrofit	30%	• Parametric Energy Conservation Measure and Load Reduction Studies • HVAC System Energy Analysis Lighting Retrofit Related • 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 affect HVAC load) • Evaluate options of lamp only replacement verses entire fixture replacement • Prepare feasibility report including construction costs, life

		cycle cost, energy savings, rebate options • Present report to WSD with recommendation based on anticipated life cycle costs • Prepare a report with recommendation how to proceed.
Fire Protection	30%	• Outline Performance Specification including general fire sprinkler information • Fire Alarm System Outline Performance Specification
Plumbing	30%	• Updated Plumbing fixture requirements and fixture count calculations based on building program and Building Code Requirements. • Plumbing fixtures locations coordinated with schematic architectural floor plans, indicated on schematic plans • Compressed air distribution system • Updated narrative for sanitary drainage system. Show main connection points and sizes. • Updated Narrative describing scope of work for coordination with Fire protection wet sprinkler system. • Outline specifications for Plumbing Scope.
Electrical	30%	• Updated Power Study of existing supply and required load demand. • Preliminary Electrical one-line diagram illustrating primary and secondary power distribution to building and site. • Electrical and telephone equipment rooms sized and located on Architectural drawings. • Major electrical equipment (transformers and emergency generators and sectionalizers, etc. shown on MEP Site Plan. • Updated Electrical and Lighting Design Criteria and Systems Narratives including summary of emergency power and any special features, e.g. UPS. • Schematic exterior site with fixture count and types. • Outline Specifications for electrical scope.
Information Technology.	30%	• Update IT design criteria narrative • One-line drawings showing data ports, power supply, proposed copier locations, recharging areas, etc. • Show location of IT equipment rooms on Architectural drawings.
Security	30%	• Updated security system narrative • Location of security office, if needed, and equipment rooms coordinated with Architectural floor plans. • One-line drawings showing security equipment and device locations.

Audio-Visual	30%	• Schematic Drawings of AV equipment locations • Cost estimate input and review • Updated narrative of AV systems
Acoustical	30%	• Updated Basis of Design narrative for recommended list of noise sensitive spaces. • Coordinate moveable furniture layout with schematic plans.
Furniture Fixtures & Equipment	30%	• Coordinate moveable furniture layout with schematic plans. • Update FFE schedule and cost estimate.
BIM Model LOD 200	30%	• Schematic BIM where elements are modeled with approximate quantities, size, shape, location and orientation. It is possible to attach non-geometric information to the model elements if appropriate for CITY's needs.
Schematic Construction Cost and Total Project Cost Estimates	30%	• 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" • 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. • If a new roofing system is needed, provide life cycle cost analysis of proposed roofing system. • Construction cost per square foot analysis with area tabulation showing overall building efficiency in net/gross square feet % .

DP will review the Final PDR and Schematic Design documents for accuracy and completeness prior to submitting the Final PDR and Schematic Design (30%) to the City for review and comment.

Following presentations to the designated WSD Staff and Senior Management outlined in Task 505 , the DP will revise the Final Preliminary Design Report and the Schematic Design (30%) submittal as necessary to incorporate comments received and will submit the Final Preliminary Design Report and Schematic Design (30%) submittal to the City within 15 calendar days after receipt of comments from WSD.

Task 507 Schematic Design (30%) Deliverables

1. Four (4) printed Final Preliminary Design Reports and Schematic Design Documents, Draft Specifications and Reports and one (1) electronic copy of the Final Preliminary Design Report and Schematic Design Reports in Word format
2. Updated estimate of Probable Construction Cost and Total Project Costs (class 3)
3. One (1) electronic copy of the PowerPoint presentation of the Schematic Design Report
4. One (1) electronic copy of the BIM model in its native file format
5. One (1) electronic copy of updated interactive Equipment Manual in PDF file format
6. One (1) electronic copy of Maintenance Equipment Layouts.

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 $100,000 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. Bidding Phase Services for KC Water's Lab (Bid Review and Architect and Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and 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;

Any additional work not included in the Basic Scope of Services necessary for WSD to fulfill its commitments.

V. CITY'S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the DP, the following items:

A. Provide assistance by placing at DP's disposal information pertinent to the KC Water Lab and this assignment, including previous reports, drawings, specifications, equipment data, O&M records and any other data relative thereto as may be available to WSD. Provide said information within thirty (30) calendar days of receipt of a written request by DP.

B. Provide input on project cost estimating related to Owner procured scopes of work and responsibilities including but not limited to: bonding and insurance requirements; HRD requirements for MBE and WBE business participation; furniture fixtures and equipment procurement.

C. Provide input on project budget and funding requirements including information on overall funding strategies and funding encumbrance requirements that will impact project delivery method selections and the construction implementation phasing.

D. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facility. DP team site visits will be required on multiple occasions over the course of the Project.

E. CITY's Project Manager will coordinate meetings between City and designated WSD Staff and WSD Senior Management team and the DP.

F. Site utility surveys as available.

G. Site geotechnical investigations as may be available.

H. Site environmental assessments and hazardous material identification and abatement services as may be available.

I. Fees for third party or regulatory reviews which may arise over the course of completing the Basic Scope of Services

J. Fees for a Third Party Commissioning Agent as may be needed.

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 appraised 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 Abode 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

Professional Fees

<u>Services by Task</u>	
Task Series 100 – Project Management & Administration	$41,620
Task Series 200 – Site Investigation	$63,580
Task Series 300 – Preliminary Design/Programming Report	$88,466
Task Series 400 – LEED Design	$25,823
Task Series 500 – Schematic Design	$89,268
Total Fee	$308,757
HERA Proposed Travel Reimbursement (5 trips)	$12,000
<u>Services by Discipline</u>	
Architecture – Finkle Williams	$88,880
Laboratory Consultant – HERA	$91,377
Structural (WBE)	$14,000
Mechanical Electrical Plumbing – S&S Engineering (MBE)	$76,500
Electrical Circuit Mapping – Max Electric (WBE)	$30,000
Cost Estimating – CMR	$8,000
	$308,757

Laboratory Facility Renovations & Modifications

Project No 8000229

Hourly Rate Schedules

Finkle Williams Architecture

Sr. Principal	$215
Principal	$205
Sr. Project | Design Manager	$195
Project | Design Manager	$168
Sr. Architect | Designer	$155
Project Architect | Designer	$135
Architect | Designer I	$120
Architect | Designer II	$115
Architect | Designer III	$105
Marketing Specialist	$ 65
Intern Architect | Designer	$ 60

HERA

Executive Programmer	$300
Principal	$235
Sr. Lab Program | Design | Arch | Mgr | Planner	$220
Lab Programmer | Designer | Arch | Mgr | Planner	$185
Project Leader | Project Architect	$160
Lab Designer | Equipment Planner	$150
Graphic Designer	$130
Emerging Professional	$115
Architect Technician	$ 85
Project Support	$ 95
Intern	$ 70

ARTIN

Principal Engineer	$148
Registered Engineer	$128
Staff Engineer	$112
CADD Drafter	$ 75

S&S Engineering	
Principal	$180
Project Manager	$160
Senior Engineer	$140
Engineer	$130
Designer/BIM Technician	$110
Clerical/Administration	$ 80
Max Electric	
Foreman	$106
Journeyman	$103
Apprentice	$ 97
Construction Management Resources	
Cost Engineer – Principal	$159
Cost Engineer - Project	$131
Cost Engineer – Assistant	$ 87

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

HRD DOCUMENTS

1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: HRD Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 8000229

Project Title Laboratory Facility Renovations & Modifications

Laboratory Facility Renovations & Modifications	KC Water
(DepartmentProject)	Department

Finkle Williams Architecture

(Bidder/Proposer)

STATEOF _____)
) ss
COUNTY OF cJ()t-jN .)

I, John L. Gaar , of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBEIWBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer' s plan to utilize MBE and/or WBE contractors on the project.

2. The project goals are 15 % **MBE** and 10 % **WBE.** Bidder/Proposer assures that it will utilize a nurumum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 24.8 % **MBE** 14.2 % **WBE**

3. The following are the M/WBE subcontractors whose utilization Bidder/Proposer wanants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer wan ants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). ***(All firms must currently be certified by Kansas City, Missouri)***

a. Name ofM/WBE Firm S&S Enginee ring

Address 13312 W 98th Street Lenexa, KS 66215

Telephone No. 913-754-3673
I.R.S. No. 71-0975680

b. Name ofM/WBE Fum Artin

Address 9393 W 110th Street Suite 500 Overland Pa rk, KS 66210
Tele phone No. 913-735-3388
I.R.S. No. 36-4786248

c. Name of M/WBE Firm Max Electric
Address 705 Blue Ridge Ext. Grandv ie w, MO 64030
Telephone No. 816-965-7555
I.R.S. No. 14-1896670

d. Name ofM/WBE Firm
Address
Telephone No.
I.R.S. No. _____

e. Name of M/WBE Firm
Address
Telephone No. _____
I.R.S. No. _____

f. Name of M/WBE Firm
Address
Telephone No.
1.R.S. No. _____

(List additional MIWBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listedM/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
S&S Engineering	MEP Engineer	$76,500		24.8%

TOTAL MBE $ / TOTAL MBE %: $ $76,500 24.8 %

WBEFIRMS:

Name ofWBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Artin	Structrual Engineer	$14,000	100%	4.5%
Max Electric	Electrical Contractor	$30,000	100%	9.7%

TOTAL WBE $/TOTAL WBE %: $ $44,000 14.2 %

*"Subcontract Amount" refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

**"Weighted Value" means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total

contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer pai1icipation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summa1y detailing its effo11s and the reasons its efforts were unsuccessful when requested by the City.

9. I hereb y ce11ify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the te1ms set forth herein:

Bidder/Proposer primary contact: John L. Gaar
Address: 7007 College Blvd Suite 450
Overland Park KS 66211
Phone Number: 913-498-1550 X110
Facsimile number: 913-498-1040
E-mail Address: finklewilliamscom

By:
Title:
Date:

(Attach corporate seal if applicable)

State: Kansas
CoVJl'!:J: ok.so11

Subscribed and sworn to before me this /2 day of ll-/-4- - - - 2070.
..,,;. So.411 6 a.o.f'

My Commission Expires: 02/;3/zl/

Notary Public

NOTARY PUBLIC - State of Kansas
JohnPaul
My AppiExp.res 02 .1/1."/

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002229

Project Title Laboratory Facility Renovation & Modifications

Finkle Williams Architecture ("Prime Contractor") agrees to enter into a contractual agreement with Artin ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Structural Engineering Services

for an estimated amount of $ 14,000 or 4.5 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor**.

Signature: Prime Contractor

John L. Gaar
Name

Architect, 5-8-20
Title Date

Signature: M/W/DBE Subcontractor

Elham Forouzesh Print
Print Name

Principal Engineer 5/8/2020
Title Date

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 8_0_0_0_2_2_2_9

Project Title Laboratory Facility Renovation & Modifications

Finkle Williams Architecture ("Prime Contractor") agrees to enter into a contractual agreement with Max Electric ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing ," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Electrical Circuit Mapping

for an estimated amount of $ 30,000 or 9.7 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor**.

Signature: Prime Contractor

John L. Gaar
Print Name

Architect, 5-8-20
Title Date

Signature: M/W/DBE Subcontractor

RITA J BASLOCK
Print Name

Title 5/11/2020
Date

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002229

Project Title Laboratory Facility Renovation & Modifications

Finkle Williams Architecture ("Prime Contractor") agrees to enter into a contractual agreement with S&S Engineering ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Mechanical, Electrical Plumbing and Fire Protection Engineering services

for an estimated amount of $ 76,500 or 24.8 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor**.

Signature: Prime Contractor

John L. Gaar

Print Name

Architect, 5-8-20

Title Date

Signature: M/W/DBE Subcontractor

Santanu K. Nath

Print Name

President, 5-8-2020

Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

(This form should be submitted to the City after contract award.)

I, John L. Gaar, acting in my capacity as Architect
(Name) *(Position with Firm)*
of Finkle Williams Architecture, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT
(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___

Other 140 Calendar Days (Specify)

Throughout $120,500 Beginning 1/3 $53,500
Middle 1/3 $40,200 Final 1/3 $26,800
Beginning 1/3 44 % Middle 1/3 34 % Final 1/3 22 %

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.

(Signature)

Architect
(Position with Firm)

5-8-20
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

*(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)*

BIDDER/PROPOSER/CONTRACTOR:_____
ADDRESS:_____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____% MBE	_____% WBE
Contractor Utilization Plan:	_____% MBE	_____% WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

   a. ____ A substitution of the certified MBE/WBE firm_____,
   (Name of new firm)
   to perform_____,
   (Scope of work to be performed by new firm)

   for the MBE/WBE firm_____which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

   perform the following scope of work:_____.
   (Scope of work of old firm)

   b. ____A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

   _____% MBE_____% WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

   c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
   d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

___The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

_____
_____
_____
_____
_____
_____
_____
_____
_____

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated:_____ _____
(Bidder/Proposer/Contractor)

_____
By: (Authorized Representative)

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF_____)
)SS
COUNTY OF_____)

The Undersigned,_____of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the_____of_____who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No._____and Project Title_____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓)_____Prevailing wage does not apply; or

(✓)_All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (_____%) Minority Business Enterprise (MBE) participation and (_ %) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
_____
Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
_____
Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work_____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

(✓)____Met or exceeded the Contract utilization goals; or
(✓)____Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
(✓)____No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of $324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded $150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR_____

By _____
(Authorized Signature)

Title _____

On this_____day of_____,_____, before me

appeared_____, to me personally known to be the

_____of the_____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

_____ _____
Notary Public

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF_____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with:_____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: $_____

City Certified ☐MBE ☐ WBE ☐ DBE ☐ NA
List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:
(___) Missouri Corporation
(___) Foreign Corporation
(___) Fictitious Name Corporation
(___) Sole Proprietor
(___) Limited Liability Company
(___) Partnership
(___) Joint Venture
(___) Other (Specify)

Subcontractor's Legal Name and Address

_____

_____

Phone No. _____
Fax: _____
E:mail:_____
Federal ID No._____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By:_____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

Subscribed and sworn to before me this_____day of_____, 20_____.

My Commission Expires:_____ By_____

_____ _____
Print Name Title

ATTACHMENT F

OFFICE OF THE CITY MANAGER

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 08 day of July, 20 20, before me appeared Greg Finkle, 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 FINKLE + WILLIAMS Architecture (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.

Affiant's signature

Subscribed and sworn to before me this 08 day of July, 20 20.

Notary Public

My Commission expires:

Madeline Claire Chestnut
Notary Public State of Kansas
My Apt Expires 1/22/22

ATTACHMENT G

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.	HERA Name: Jinhee Lee Email: jinheel@herainc.com	Address: 411 North Tenth Street, Suite 400 St. Louis, MO 63101 Phone: 314-346-0091 Fax:
2.	S&S Engineering Name: Santanu Nath Email: snath@ss-engr.com	Address: 13312 W. 98th Street Lenexa, KS 66215 Phone: 913-286-5290 Fax: 913-754-3674
3.	MAX Electric Name: Jason Pollis Email: jpolallis@maxelectric-kc.com	Address: 705 Blue Ridge Ext Grandview, MO 64030 Phone: 816-965-7555 Fax: 816-965-7557
4.	ARTIN Structural Engineering Consult Name: Ardy Sherafati Email: info@artinllc.com	Address: 9393 W 110th St Suite 500 Overland Park, KS 66210 Phone: 913-309-2353 Fax:
5.	CMR Name: Michael Orel Email: Michael.orel@cmrcosts.com	Address: 11006 Parrellel Parkway, Suite 200 Kansas City, KS 66109 Phone: 913-777-7933 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: Finkle Williams Architecture
Submitted By: John L. Gaar
Title: Architect
Telephone No.: 913-498-1550 x110
Fax No.:
E-mail: jgaar@finklewilliams.com
Date: 7-9-20