DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR SMALL LOCAL BUSINESS ENTERPRISE (SLBE)
PROJECT NO. 80XX0001 CONTRACT NO. 9566
FOR ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

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

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

B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B.**

C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.

D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is $114,748.00, as follows:

1. $48,605.00 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**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment F.** A schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $56,143.00. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliveries, 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 $10,000.00 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. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design

Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement, see "Non-Construction Application for Payment" **Attachment G.** City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

City:

Water Services Department
Terry Leeds, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0528
Facsimile: (816) 513-0288
E-mail address: terry.leeds@kcmo.org

Design Professional:

Odimo, LLC
Amy J. Slattery, AIA
701 E. 63rd Street, No. 210
Kansas City, MO 64110
Phone: (816) 708-1501
E-mail address: aslattery@odimo.us

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D,** incorporated into this Agreement.

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

Attachment A – Scope of Services
Attachment B – Electronic Format Requirements
Attachment C – Engineering Fee Summary and Schedule of Position Classifications
Attachment D - Licensed Geographical Information System Data
Attachment E – Employee Eligibility Verification Affidavit
Attachment F – Non-Construction Subcontractors Listing
Attachment G – Non-Construction Application for Payment

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

Sec. 11. 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. 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. 13. 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: 2/17/2021

By: _____

Name: Amy J. Slattery, AIA

Title: Founder + CEO

KANSAS CITY, MISSOURI

Date: 3/31/2021

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... 4/12/2021

Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid 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 $12.50 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.

Sec. 25. Anti-Discrimination Against Israel. If this Contract exceeds $100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ATTACHMENT A

ATTACHMENT A

SCOPE OF SERVICES

Project Name: ADA Compliance for Various KC Water Buildings

Contract Number: 9566

Project Number: 80XX0001

I. PROJECT SUMMARY DESCRIPTION

The KC Water Department wishes to contract with a design professional firm to design various building upgrades that address the American with Disabilities Act (ADA) Compliance for the following buildings:

1) Training Building Annex
2) Chemical Building Water Treatment Plant
3) SCADA Building
4) Blue River Administration Building Wastewater Treatment
5) Central Fleet Maintenance.

An ADA Compliance Design Package will be prepared that includes all five (5) locations which need to be brought into compliance to meet 2012 ADA Design Standards. The planned improvements are detailed on the Recommended Solutions Report prepared by Piper Wind Architects.

II. GENERAL DELIVERABLES SUMMARY

- Preliminary Report (Task 205)
- 30%, 60%, 90% and Final Design (Tasks 301, 302, 303, 304 Respectively)
- Bidding (Task Series 400) The **DESIGN PROFESSIONAL** shall provide bidding services, RFI's, addenda, and attend the pre-bid and bid opening.
- Close Out Services (Task Series 500) The **DESIGN PROFESSIONAL** shall provide project close out documentation as outlined in Task Series 500.

III. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 within one hundred fifty (150) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 300 within one hundred fifty (150) calendar days thereafter (300 calendars days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 400 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL**'s completions schedule will be extended by the City for delays

beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL**'s schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below.

No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

IV. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

Task Series 100: Project Management and Administration
Task Series 200: Site Visits and Work Plan
Task Series 300: Detailed Design – 150 days
Task Series 400: Bidding Phase – 150 days
Task Series 500: Closeout Services – 60 days (360 total calendar days)
Task Series 600: Follow-On Phases

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 <u>Project Management Services</u>. DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAlQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

- Assumes the project will last ten (10) months from the receipt of the Notice-To-Proceed. Time for internal quality assurance/quality control (QAlQC) is not included in this task number but is included in each individual task, as appropriate.

Task 102 Monthly Progress Status Reports. DESIGN PROFESSIONAL will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

- Assumes ten (10) monthly reports

Task 103 Project initiation Meeting. DESIGN PROFESSIONAL will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

- Assumes one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

Task 104 Design Project Meeting. DESIGN PROFESSIONAL will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services.

2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein.

DESIGN PROFESSIONAL will prepare an agenda for each meeting. Within fourteen

- (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

- Assumes preparation and attending seven (7) progress meetings via a Teams meeting with each meeting lasting one (1) hour and that a minimum of two (2) project team members will attend. Refer to the attached schedule for anticipated attendees.

3. There shall be three (3) review meetings: in Task 300 at 30%, 60%, and 90% design. These meetings will be combined with the progress meetings for efficiency as outlined in the schedule.

- Time for these meetings is not included in this task number but is shown in tasks 301, 302 and 303 for easier accountability.

Task 105 Management of Subconsultants. DESIGN PROFESSIONAL will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

- Assumes subcontractor management for ten (10) months.

Task 106 Data and Document Review. DESIGN PROFESSIONAL shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Site Visits and Work Plan

Task 201 Site Visits

1. Conduct site visits as necessary to confirm or investigate existing conditions at the five (5) locations listed in the project description.
    a. Site visit is limited to those areas in the tables provided in the 2017 Piper Wind assessment.
    b. Field verify dimensions for development of the base drawings.
    c. Assumes (2) Architectural staff over five (5) days.

Task 202 Work Plan

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
b. A summary of the project's Scope of Services.
c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.

2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 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 Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specifications. Upon receiving approval of the Site Investigation Document from the CITY, **DESIGN PROFESSIONAL** will provide 30%, 60%, 90% and Final Construction Documents for each of the five (5) locations. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 30% Design

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the Recommended Solutions Report for each of the five (5) locations. Design Professional will start preparing specifications and construction documents for each of the five (5) locations individually. Preliminary design will constitute approximately 30% complete.
2. Assumes the preliminary development of the Revit drawings (architectural and

MEP) for all five (5) buildings.

3. Assumes that there will be only one (1) specification manual that will include all five (5) buildings.
4. Update base drawings after the site visit with any discrepancies found on site.
5. Preliminary Code Review for confirmation of scope. Preliminary Code Review is limited to 8 hours.
6. The 30% Deliverable will include:
    i. Table of Contents for the specifications
    ii. Architectural Floor plans for each building
    iii. Updated Recommended Solutions Report only related to items already in report.
    iv. Preliminary Opinion of Probable Cost

Task 302 60% Design

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:

2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents for each of the five (5) locations individually. An outline of technical specifications for each of the five (5) locations will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL.** Comments will be provided and incorporated by **DESIGN PROFESSIONAL**, as appropriate, into its front-end specifications.

    - Assumes review of WSD's Divisions 00 and 01 documents, identifying conflicts and coordination with the project's specifications.

3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.

4. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications for each five (5) of the locations individually before submitting three (3) sets of half-size drawings, one (1) set of full-size drawings, and three (3) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

5. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

6. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost for each of the five (5) locations individually.

Task 303 **<u>90% Design Complete</u>**

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.

2. Complete QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting three (3) half size drawing sets, one (1) full-size drawing set, and three (3) specifications for review plus two (2) electronic copies on a USB Drive for each of the five (5) locations individually. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs for each of the (5) five locations individually based on the 90% Design Plans developed and any comments received from the CITY from its

review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL** 's opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 304 **Final Documents Completion**

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents for each of the five (5) locations individually. **DESIGN PROFESSIONAL** will provide three (3) half-size sets of final drawings along with three (3) specifications to the CITY, plus the original signed and sealed documents for each of the five (5) locations individually. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.
    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 **Attend Pre-Bid Conference**. **DESIGN PROFESSIONAL** will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.

2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.

3. Review special project requirements and the Construction Contract Documents in general.

4. Receive requests for interpretations, which will be addressed by addendum. Time for this item is accounted for in task 402.

5. Assumes preparation and attending one (1) 2 hour on site meeting with WSD and that two (2) project team members will attend.

Task 402 **Interpret Bidding Documents and Prepare Addenda**. **DESIGN PROFESSIONAL** will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL. DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 **Submit Engineer's Opinion of Probable Construction Cost**. **DESIGN PROFESSIONAL** will update its final cost opinion submitted under Task 304 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 404 **Review Bids**. **DESIGN PROFESSIONAL** will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

It is assumed all documents and information will be collected, organized and provided to the Design Professional in a manner that facilitates efficient review by the Design Professional.

Task Series 500 – Closeout Services

The **DESIGN PROFESSIONAL** will review and file applicable documents required by CITY pertaining to the project and turn over required

documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long term record storage. HRD project completion forms and other required documents for project closeout will be submitted with **DESIGN PROFESSIONAL'S** final invoice.

Task Series 600 – Follow-On Phases (EXCLUDED FROM SCOPE OF WORK AT THIS TIME)

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the ADA Compliance for various KC Water Buildings.

II. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL**'S contract upper limit includes an Optional Services Allowance amount of $10,000 (Ten Thousand Dollars). This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment

III. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL**'S disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.
2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.
3. Provide the services of at least one CITY employee who has the right of

entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.

4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL**
5. Provide the following bidding phase services:
   - Conduct the pre-bid conference.
   - Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
   - Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

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 <u>all posted items</u>. **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

ENGINEER FEE SUMMARY AND

SCHEDULE OF POSITION CLASSIFICATIONS

AJS 2/9/21

KCMO WSD ADA

City Contract #9566			AMY	CHARLIE	ODIMO			EAE		CE	
City Project # 80XX0001		Labor Category	Principal	PM	FEE	EXPENSE		FEE	EXPENSE	FEE	EXPENSE
Odimo Project #164015		Pay Rate	$175	$120							
PHASE											
TASK SERIES 100 - Project Management and Administration											
101	Project Management Services		8	8	$2,360	$150		$2,154	$150	$614	$100
102	Monthly Progress Status Reports		5	5	$1,475			$847		$157	
103	Project Initation Meeting		2	4	$830			$960		$301	
104	Design Project Meeting (4)	*shown in ea task			$0			$0		$746	
105	Management of Subconsultants	*shown in ea task			$0			$0		$0	
106	Data and Document Review	*shown in ea task			$0			$480		$1,058	
					$4,665	**$150**		**$4,441**	**$150**	**$2,876**	**$100**
TASK SERIES 200 - Site Visits & Work Plan											
201	Site Visits	*shared w/ EAE		40	$4,800	$200		$6,400	$200	$0	
201a					$0					$1,032	$100
202	Work Plan		6	10	$2,250			$560		$0	
					$7,050	**$200**		**$6,960**	**$200**	**$1,032**	**$100**
TASK SERIES 300 - Detailed Design											
301	**301 - 30% Design Documents**				$0						
	301 - 30% Document Issue + Coordination		4	24	$3,580			$3,306		$2,606	
302	**302 - 60% Design**		2	60	$7,550	$150					
	302 - 60% Document Issue + Coordination	*Specs by EAE	4	16	$2,620			$9,470		$8,629	$100
	302 - Engineers Probable Cost	*EAE			$0						
303	**303 - 90% Design**		2	40	$5,150	$150					
	303 - 90% Document Issue + Coordination	*Specs by EAE	4	16	$2,620			$5,683		$6,893	
	303 - Updated Probable Cost	*EAE			$0						
304	**304 - Final Bid Documents**		2	24	$3,230	$150		$1,734	$50	$3,245	
					$24,750	**$450**		**$20,193**	**$50**	**$21,373**	**$100**
TASK SERIES 400 - Bidding Services											
401	401 - Pre Bid Conference		2	6	$1,070	$100		$560	$50		$100
402	402 - Interpret Bidding + Prepare Addenda		2	32	$4,190			$960		$445	
403	403 - Submit Engineer's Opinion of Probable Cost	*EAE			$0			$320		$301	
404	Not in RFP				$0						
405	404 - Review Bids		2	6	$1,070					$301	
					$6,330	**$100**		**$1,840**	**$50**	**$1,047**	**$100**
TASK SERIES 500 - Close Out Services											
501	Documentation		2	8	$1,310					$881	
					$1,310	**$0**		**$0**		**$881**	**$0**
OPTIONAL SERVICES											
					$4,500			$3,500		$2,000	
					$4,500	**$0**		**$3,500**		**$2,000**	**$0**
		Subtotal Hours	47	299	346						
		Subtotal Cost			**$48,605**	**$900**		**$36,934**	**$450**	**$29,209**	**$400**
				SUB FEE	**$66,143**	**$850**					
				FEE TOTAL	**$114,748**	**$1,750**					

FEE	EXPENSE
$11,982	**$400**
TASK 100	**10%**

FEE	EXPENSE
$15,042	**$500**
TASK 200	**13%**

FEE	EXPENSE
$66,316	**$600**
TASK 300	**58%**

FEE	EXPENSE
$9,217	**$250**
TASK 400	**8%**

FEE	EXPENSE
$2,191	**$0**
TASK 500	**2%**

$10,000	**9%**
OPTIONAL SERVICES	

2021-2022

Odimo Raw Labor Rates (KCMO)

Billing Title	Salary Rates	Rates	Mulitplier
Principal	$58	$175	3.02
Project Manager	$36-40	$ 108-120	3.00
Senior Architect	$30-36	$ 90-109	3.00
Designer	$24-30	$ 72-90	3.00
Admin	$25	$75	3.00

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 17 day of FEBRUARY, 2021, before me appeared Amy Slattery, 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 Founder + CEO (title) of Odimo LLC (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 17 day of FEBRUARY, 2021.

Notary Public

My Commission expires: 02-03-2023

STEVEN GERARD WHALEN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 2/3/2023
COMMISSION # 19351341

Company ID Number:546657 Client Company ID Number:1644166

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Odimo, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Odimo, LLC	
Name (Please Type or Print) Amy Slattery	Title
Signature Electronically Signed	Date February 18, 2021
E-Verify Employer Agent Lever1	
Name (Please Type or Print) Michael Rehak	Title
Signature Electronically Signed	Date February 18, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date February 18, 2021

ATTACHMENT F

Non-Construction Subcontractors Listing

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

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

Contractor – Company Name: _____
Submitted By: _____
Title: _____
Telephone No.: _____
Fax No.: _____
E-mail: _____
Date: _____

ATTACHMENT G

NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number _____

Contract Number _____

Project Title _____

Final Payment ☐

Application Number: _____ Date:_____

Ordinance Number: _____ Ordinance Date:_____

City PO Number: _____

Design Professional/Contractor:

Legal Name _____

Mail Address: _____

City, ST Zip _____

Vendor Number _____

Application for Work Accomplished: From _____ To: _____

Name of Kansas City, MO Project Mgr: _____

Kansas City, MO Contract Administrator: _____

Original Contract Amount	[1]	$0.00		
Net by Amendments ___ through ___	[2]	$0.00		
Optional Services Amount in Contract	[3]	$0.00		
Net by Optional Services Authorizations ___ through ___	[4]	$0.00		
Unathorized Optional Services Amount Remaining (3-4)	[5]	$0.00		
Maximum Obligation Authorized ([1+2+4] - [3])			[6]	$0.00
Total Work Completed to Date			[7]	$0.00
Total Previous Payment Applications			[8]	$0.00
PAYMENT DUE CONTRACTOR (7-8)			[9]	$0.00

Instructions to Design Professional/Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the First application for payment and if Contract amount exceeds $150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment,** if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to:

Water Services Department
Name, Project Manager
4800 E 63rd St
Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date:_____

Phone: _____ Fax: _____ E-mail:_____

Kansas City:

Approved By: _____ Project Manager Date:_____

Approved By: _____ Director or Designee Date:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Street Suite 700 Kansas City, MO 64108	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com
INSURED Odimo, LLC 701 E. 63rd St., Suite 210 Kansas City, MO 64110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CONTINENTAL CAS CO A XV — 20443 INSURER B: AMERICAN CAS CO OF READING PA A XV — 20427 INSURER C: LIBERTY INS UNDERWRITERS INC A XV — 19917 INSURER D: INSURER E: INSURER F: Active

COVERAGES **CERTIFICATE NUMBER:** 61441134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6020904128	01/08/21	01/08/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			6020904128	01/08/21	01/08/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6021508263	04/28/20	04/28/21	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			AEXNYABQM5L002	01/08/21	01/08/22	Each Claim Annl Aggr	1,000,000 2,000,000

SURETY VERIFIED BY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project No. 80XX0001/Contract No. 9566 - ADA Compliance for Various KC Water Buildings
The City of Kansas City, Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority, are added as additional insured on all policies except the professional liability and workers compensation as required by written contract.

CERTIFICATE HOLDER

The City of Kansas City, Missouri
Water Services Department

4800 E. 63rd Street

Kansas City, MO 64130

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Odimo LLC

LC001461474

A Missouri entity was created under the laws of this State on 9/15/2015, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 17th day of February, 2021.

Secretary of State

Certification Number: CERT-IN59627

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 9566 PROJECT NO. 80XX0001
ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Odimo, LLC (Design Professional). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of $114,748.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of $60,591.00, to amend the total contract amount to $175,339.00; and

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

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

A. Delete and replace the following sections:
   a. Delete Attachment A (Scope of Services) and replace with the attached Attachment A (Scope of Services):

   b. Delete Sec. 4. A. Compensation and Reimbursables and replace with the following Sec. 4. A. Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is $175,339.00, as follows:

1. $75,845.00 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**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment F.** A schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $89,494.00. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliveries, 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 $10,000.00 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. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

c. Delete Sec. 8: Responsibilities of City and replace with the following Sec. 8: Responsibilities of City:

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.

F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

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

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

DocuSign Envelope ID: 483C3438-BDB8-4C7F-ADAD-128E6844956D

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

DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
By:

Date: 3/13/2022

DocuSigned by:
Amy J Slattery
78300713740845A...

Title:
Amy J Slattery
Founder + CEO, Odimo

KANSAS CITY, MISSOURI
By:

Date: 3/15/2022

DocuSigned by:
D Matt Bond
44458FCE836C4D6...

Title:
DeputyDirector

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CE75D420...
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:
Anne Kaps
996237FEA75F404...
Director of Finance

3/29/2022
(Date)

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

ADA Compliance for Various KC Water Buildings

Project No. 80XX0001 / Contract No. 9566

PROJECT DESCRIPTION

The KC Water Department wishes to contract with a design professional firm to design various building upgrades that address the American with Disabilities Act (ADA) Compliance for the following buildings: 1) Training Building Annex, 2) Chemical Building Water Treatment Plant, 3) SCADA Building, 4) Blue River Administration Building Wastewater Treatment, and 5) Central Fleet Maintenance. An ADA Compliance Design Package will be prepared that includes all five (5) locations which need to be brought into compliance to meet 2012 ADA Design Standards. The planned improvements are detailed on the Recommended Solutions Report prepared by Piper Wind Architects (SEE ATTACHED). Layouts of the five (5) existing locations have also been attached and are as follows:

1. Recommended Solutions Report for Water Services Training Building
   8 sheets total
   Training Building Annex (4700 East 63rd Street, KCMO 64130)
   SEE ATTACHED LAYOUTS - KCMO Facility ADA Analysis (Water Services Training Building)
   A-O Site Plan
   A-1 Basement Floor Plan
   A-2 Basement Floor Plan
   A-1A-001 Men's Restroom 106
   A-1A-002 Women's Restroom 116
   5 sheets total

2. Recommended Solutions Report for Chemical Building, Water Treatment Plant
   13 sheets total
   Chemical Building Water Treatment Plant (1 N.W. Briarcliff, KCMO 64116)
   SEE ATTACHED LAYOUTS – KCMO Facility ADA Analysis (Chemical Building Water Treatment Plant)
   A-O Site Plan
   A-1 First Floor Plan
   A-2 Second Floor Plan
   3 sheets total

3. Recommended Solutions Report for Water Services SCADA Building
   6 sheets total
   SCADA Building (1 N.W. Briarcliff, KCMO 64116)
   SEE ATTACHED LAYOUTS – KCMO Facility ADA Analysis (Scada Building)
   A-0 Site Plan
   A-1 Lower Level Floor Plan
   A-2 Upper Level Floor Plan
   3 sheets total

4. Recommended Solutions Report for Blue River Wastewater Treatment Plant
   12 sheets total
   Blue River Administration Building Wastewater Treatment Plant (7300 Hawthorne Rd., KCMO 64120)
   SEE ATTACHED LAYOUTS – KCMO Facility ADA Analysis (Blue River Administration Building Wastewater Treatment Plant)
   A-0 Site Plan
   A-1 First Floor Plan
   A-2 Second Floor Plan
   A-1A-001 Men's Locker Room / Restroom
   A-1A-002 Women's Locker Room / Restroom
   A-1A-003 Second Floor Restrooms
   6 sheets total

5. Recommended Solutions Report for Central Fleet Maintenance
   6 sheets total
   Central Fleet Maintenance (1901 Brooklyn, KCMO 64127)
   SEE ATTACHED LAYOUTS – KCMO Facility ADA Analysis (Central Fleet Maintenance)
   A-0 Site Plan
   A-1 First Floor Plan
   A-2 Second Floor Plan
   3 sheets total

II. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 within one hundred fifty (150) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 300 within one hundred fifty (150) calendar days thereafter (300 calendars days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 400 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL**'s completions schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL**'s schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below. No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

III. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

Task Series 100: Project Management and Administration
Task Series 200: Detailed Design – 150 days
Task Series 300: Bidding Phase – 150 days
Task Series 400: Closeout Services – 60 days (360 total calendar days)
Task Series 500: Follow-On Phases

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 **Project Management Services. DESIGN PROFESSIONAL** will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAIQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

Task 102 **Monthly Progress Status Reports. DESIGN PROFESSIONAL** will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the

CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

Task 103 **Project initiation Meeting.** **DESIGN PROFESSIONAL** will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing, and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

Task 104 **Design Project Meeting.** **DESIGN PROFESSIONAL** will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and

2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

3. There shall be three (3) review meetings: at the end of 30%, 60%, and 90% design.

Task 105 **Management of Subconsultants. DESIGN PROFESSIONAL** will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 106 **Data and Document Review. DESIGN PROFESSIONAL** shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Site Visits and Work Plan

Task 201 **Site Visits**

1. Conduct site visits as necessary to confirm or investigate existing conditions at the five (5) locations listed in the project description.

Task 202 **Work Plan**

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
b. A summary of the project's Scope of Services.
c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.

2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 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 Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specifications. Upon receiving approval of the 30% design documents from the CITY, **DESIGN PROFESSIONAL** will provide 60%, 90% and Final design services and Construction Documents for each of the five (5) locations. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 <u>30% Design</u>

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the Recommended Solutions Report for each of the five (5) locations. *This will also include re-design of the restroom/locker rooms into gender-neutral restrooms at the Blue River Administration Building and the Training Building Annex.* Design Professional will start preparing specifications and construction documents for each of the five (5)

locations individual. Preliminary design will constitute approximately 30% complete.

Task 302 **60% Design**

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:

2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents for each of the five (5) locations individually. An outline of technical specifications for each of the five (5) locations will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL.** Comments will be provided and incorporated by **DESIGN PROFESSIONAL** , as appropriate, into its front-end specifications.

3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.

4. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications for each five (5) of the locations individually before submitting three (3) sets of half-size drawings, one (1) set of full-size drawings, and three (3) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

5. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

6. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost for each of the five (5) locations individually.

Task 303 **90% Design Complete**

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL**

will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.

2. Complete QA\QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting three (3) half size drawing sets, one (1) full-size drawing set, and three (3) specifications for review plus two (2) electronic copies on a USB Drive for each of the five (5) locations individually. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs for each of the (5) five locations individually based on the 90% Design Plans developed and any comments received from the CITY from its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL** 's opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 304 **Final Documents Completion**

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents for each of the five (5) locations individulally. **DESIGN PROFESSIONAL** will provide three (3) half-size sets of final drawings along with three (3) specifications to the CITY, plus the original signed and sealed documents for each of the five (5) locations individually. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.

2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 **Attend Pre-Bid Conference**. **DESIGN PROFESSIONAL** will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.
2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.
3. Review special project requirements and the Construction Contract Documents in general.
4. Receive requests for interpretations, which will be addressed by addendum.

Task 402 **Interpret Bidding Documents and Prepare Addenda**. **DESIGN PROFESSIONAL** will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL. DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 **Submit Engineer's Opinion of Probable Construction Cost**. **DESIGN PROFESSIONAL** will update its final cost opinion submitted under Task 304 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 405 **Review Bids**. **DESIGN PROFESSIONAL** will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

Task Series 500 – Closeout Services

The **DESIGN PROFESSIONAL** will review and file applicable documents required by CITY pertaining to the project and turn over required documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long term record storage. HRD project completion forms and other required documents for project closeout will be submitted with **DESIGN PROFESSIONAL'S** final invoice.

Task Series 600 – Follow-On Phases

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the ADA Compliance for various KC Water Buildings.

IV. OPTIONAL SERVICES

a. Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL**'S contract upper limit includes an Optional Services Allowance amount of **$10,000.00**. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment Delete Attachment A (Scope of Services) and replace with the attached Attachment A (Scope of Services):

V. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL**'S disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.
2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.
3. Provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.
4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL**

5. Provide the following bidding phase services:

   a. Conduct the pre-bid conference.
   b. Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
   c. Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

KCMO WSD ADA - ADDITIONAL SERVICES

City Contract #9566		JTS/AMY	CHARLIE	ODIMO		EAE		CE	
City Project # 80XX0001	Labor Category	Principal	PM	FEE	EXPENSE	FEE	EXPENSE	FEE	EXPENSE
Odimo Project #164015	Pay Rate	$175	$120						
PHASE									
TASK SERIES 100 - Project Management and Administration - ADD SERV									
101 Project Management Services		2	6	$1,070	$0	$587	$0	$0	$100
102 Monthly Progress Status Reports		1	1	$295		$0		$0	
103 Project Initation Meeting		0	0	$0		$0		$301	
104 Design Project Meeting (4)	*shown in ea task			$0		$0		$301	
105 Management of Subconsultants	*shown in ea task			$0		$0		$0	
106 Data and Document Review	*shown in ea task			$0		$0		$301	
				$1,365	**$0**	**$587**	**$0**	**$903**	**$100**
TASK SERIES 200 - Site Visits & Work Plan									
201 Site Visits			16	$1,920	$200	$1,447	$0	$1,806	$100
				$0		$0		$0	
202 Work Plan		1	2	$415		$0		$0	
				$2,335	**$200**	**$1,447**	**$0**	**$1,806**	**$100**
TASK SERIES 300 - Detailed Design									
301 301 - 30% Design Documents									
301 - 30% Document Issue + Coordination		2	64	$8,030		$5,109		$1,346	
302 302 - 60% Design									
302 - 60% Document Issue + Coordination	*Specs by EAE	3	64	$8,205	$150	$2,147		$7,806	$100
302 - Engineers Probable Cost	*EAE	1	2	$415		$0		$1,204	
303 303 - 90% Design									
303 - 90% Document Issue + Coordination	*Specs by EAE	0	40	$4,800	$150	$0		$6,939	$0
303 - Updated Probable Cost	*EAE			$0		$0		$602	
304 304 - Final Bid Documents		0	12	$1,440	$150	$0	$0	$3,155	$0
				$22,890	**$450**	**$7,256**	**$0**	**$21,052**	**$100**
				$26,590	**$650**	**$9,290**	**$0**	**$23,761**	**$300**

	PRIME FEE	**$27,240**
	SUB FEE	**$33,351**
	FEE TOTAL	**$60,591**

45% 15% 40% 100%

Odimo, LLC

Project # 80XX0001
Contract # 9566
Project Title ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS

Staff Member	*Billing Title*	*Unburdened Labor Rate*	*Multiplier*	*Burdened Labor Rate*
Amy Slattery	*Principal*	*$57.69*	*3.04*	*$175.38*
Charlie Vega	*Project Manager*	*$42.09*	*3.04*	*$127.95*
Rachelle Gardner-Roe	*Designer*	*$25.24*	*3.04*	*$76.73*

Ok to Pay

Blake W Anderson

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 17 day of FEBRUARY, 2021, before me appeared Amy Slattery, 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 Founder + CEO (title) of Odimo LLC (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 17 day of FEBRUARY, 2021.

Notary Public

My Commission expires: 02-03-2023

STEVEN GERARD WHALEN
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 2/3/2023
COMMISSION # 19351341

Company ID Number:546657 Client Company ID Number:1644166

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Odimo, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Odimo, LLC	
Name (Please Type or Print) Amy Slattery	Title
Signature Electronically Signed	Date February 18, 2021
E-Verify Employer Agent Lever1	
Name (Please Type or Print) Michael Rehak	Title
Signature Electronically Signed	Date February 18, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date February 18, 2021

ATTACHMENT F

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name:_ **Douglas Swift** Environmental Advisors & Engineers, Inc. Email: dswift@eaei.com	Address:___ 1300 NE 112th Terrace Kansas City, Mo. 64155 Phone:___816-550-3181_____
2.	Name:_ **Maurice Bass** Custom Engineering, Inc. Email: mbass@customengr.com	Address:___ 12760 E US Highway 40 Independence, MO 64055 Phone:___816-350-1473_____

Contractor – Company Name:	Odimo, LLC
Submitted By:	Charlie Vega
Title:	Senior Designer
Telephone No.:	816.708.1503
Fax No.:	
E-mail:	cvega@odimo.us
Date:	10.18.2021

BG 10/20/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Street Suite 700 Kansas City, MO 64108	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816 857-7820 FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com
INSURED Odimo, LLC 701 E. 63rd St., Suite 210 Kansas City, MO 64110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CONTINENTAL CAS CO A/XV — 20443 INSURER B: BERKLEY INS CO A+/XV — 32603 INSURER C: — INSURER D: — INSURER E: — INSURER F: Active

COVERAGES **CERTIFICATE NUMBER: 64309047** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6020904128	01/08/22	01/08/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			6020904128	01/08/22	01/08/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			AEXNYABQM5L003	01/08/22	01/08/23	Each Claim Annl Aggr	1,000,000 2,000,000

SURETY VERIFIED BY Debbie Montes 2/14/2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project No. 80XX0001/Contract No. 9566 - ADA Compliance for Various KC Water Buildings
The City of Kansas City, Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority, are added as additional insured on all policies except the professional liability and workers compensation as required by written contract.

CERTIFICATE HOLDER

The City of Kansas City, Missouri
Water Services Department

4800 E. 63rd Street

Kansas City, MO 64130
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Odimo LLC

LC001461474

A Missouri entity was created under the laws of this State on 9/15/2015, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 17th day of February, 2021.

Secretary of State

Certification Number: CERT-IN59627

TABLE OF CONTENTS

Affirmative Action Plan for Minorities and Women

Preface ii

EEO/AA Policy Statement. iii

Implementing EEO Policy Statement. 1

Recruitment of Contractors 2

MBE/WBE Goals for Vendors and Suppliers. 2

Internal Audit and Reporting Requirements 3

Employment Records. 3

Recruitment Advertising 3

Preface

Odimo is a Missouri based company. The management of Human Resources has prepared this written Affirmative Action Plan ("AAP") on a strictly voluntary basis. The terminology used should not be construed as an admission by Human Resources Manager in whole or in part that it has violated in the past or is now violating any federal, state or local fair employment practice law or ordinance.

In developing and implementing this AAP, Odimo has been guided by its established policy of providing equal employment opportunity. Any goals which Odimo will establish will not be intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this AAP. The use of goals and timetables will not be intended, nor will the effect of such goals and timetables be intended, to discriminate against an individual or group of individuals with respect to any employment opportunity for which he, she, or they are qualified.

Equal Employment Opportunity/Affirmative Action Policy Statement

It is the employment policy and practice of Odimo to recruit and to hire employees regardless of race, color, creed, national origin, sex, handicap, sexual orientation or because such applicant is forty (40) years of age or older, and to treat all employees equally with respect to compensation; opportunities for advancement, including upgrading, promotion and transfer, and all other terms and conditions of employment.

In furtherance of these policies and practices, Odimo has designed and agreed to implement an Affirmative Action Program in accordance with the provisions of Civil Rights Ordinance, Code of General Ordinances, City of Kansas City, Missouri.

Odimo has agreed to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all citizens.

Odimo further recognizes that the effective application of a polity of merit employment involves more than just a policy statement and will, therefore, implement this Affirmative Action Program in a positive and aggressive manner and will make known its commitment to this effort and that equal opportunities are available within this community on the basis of individual merit. Odimo will solicit and encourage all persons to seek opportunities within this company, and to take advancement possibilities.

DATED:

03/29/2021

Odimo, a Missouri Company

By: _____

Name:

Title: AMY J SLATTERY, FOUNDER + CEO

I. Implementing EEO/AA Policy Statement

At this time, Odimo does not plan to hire any employees who would be responsible for implementing the Policy Statement. If Odimo does at some future time hire an employee or employees, Odimo will require the implementation of the EEO/AA Policy and the EEO policy will be disseminated to the employees in the following manner:

All necessary steps will be taken to assure that Odimo's personnel, management and other appropriate individuals are fully apprised of Odimo's EEO Policy and the existence of this AAP. To ensure that new employees are apprised of Odimo's equal employment opportunity policy, that policy will be discussed in employee orientation and management training programs.

This EEO policy will be disseminated internally in the following manner:

1. The EEO policy will be included in the Employee Handbook and in any manuals for managers and supervisors. Copies of the Employee Handbook will be distributed to all current employees and to new employees when they are hired whether the employees are full time, part time or temporary.

2. The policy statement will be permanently and conspicuously displayed in areas such as employee bulletin boards and lunch areas and shall be in both English and Spanish. The statement will also be printed in company newsletters and other publications or printed materials when appropriate.

3. During orientation meetings scheduled for new employees, this policy will be discussed, and the concept of individual employee responsibility will be explained.

4. Odimo's EEO policy will be discussed in management and supervisory training programs. Special meetings will be conducted with executive, managerial and supervisory employees for the purpose of reemphasizing and explaining both the intent of the policy and individual responsibility for its effective implementation. At such meeting the President's commitment to the policy will be clearly expressed.

II. Recruitment of Employees

When Odimo solicits positions for employment and/or employees, we will notify protected class recruitment sources to publicize the openings. A list of women and minority recruitment sources is included in Section VIII. We will allow sufficient time after the notification to generate adequate numbers of protected class applicants.

III. Internal Audit and Reporting Requirements

Odimo will develop an internal audit and reporting system. Through this system, progress can be monitored, and management kept continuously informed.

V. Employment Records

A. If requested, Odimo will prepare and submit to the Director of Human Resources a summary of our Affirmative Action Plan progress for the last twelve (12) months.

B. Odimo will complete and submit to the Human Resources Department (Lever1) a breakdown of its workforce.

VI. Recruitment Advertising

Odimo will require that its hiring staff, for the approved open job position(s), place advertisements for job applicants and contractors with any of the following publications and public and private employment agencies, which are likely to yield minority and female applicants. Included but not limited to the below:

Minority and Women Publications

Dos Mundos
Clara Reyes, Editor
902A Southwest Blvd.
Kansas City, MO 64108
221-4747
221-4894 fax

Barrio Bulletin
Linda Guerra
1015 Avenida Caesar Chavez
Kansas City, Mo 64108
472-4770
472-4773 fax

Kansas City Call
Donna Stewart
1715 E. 18th St.
Kansas City, MO 64108
842-3804

Kansas City Globe
Denise and Marion Jordan
615 E. 29th St.
Kansas City, Mo 64109
531-5253

Black Chamber of Commerce
Marie Young, Executive Director
1601 East 18th St., Suite 205
Kansas City, MO 64108
474-9901
274-2214 fax

Black Economic Union
Sylvester Holmes
1601 East 18th St.
Kansas City, MO 64108
474-1080
474-5805 fax

Minority and Women Organizations

Central Exchange
Ellen D'Amato
1020 Central
Kansas City, MO 64105
471-7560
471-7620 fax

Guadalupe Center
Alicia Lopez or Linda Guerra
1015 Avenida Caesar Chavez
Kansas City, MO 64108
472-4770
472-4773 fax

Hispanic Chamber of Commerce
Jesus Arrendondo, Executive Director
1828 Walnut
Kansas City, MO 64108
472-6767
472-1252 fax

Kansas City Minority Develop. Ctr.
Stan Peeples
1601 E. 18th St., Suite 200
Kansas City, Mo 64108
274-2301
274-2214 fax

Kansas City Minority Supplier Council
James Abbott
3017 Main St., Suite 100
Kansas City, MO 64108
931-9672/931-9673 fax

NAACP
Charles E. Smith, President
1601 E. 18th St., Suite 250
Kansas City, MO 64108
421-1191/421-4939 fax

Urban League
Ile Haggins-Smith
1710 Paseo Blvd.
Kansas City, MO 64108
471-0550/471-3064 fax

Women's Chamber of Commerce
Loretta Morton, President
P. O. Box 171337
Kansas City, KS 66117
371-2665/371-3732 fax

Odimo, a Missouri company

By: _____
Name:
Title: AMY J SLATTERY, FOUNDER + CEO

KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

Letter Id: L2044855552
Date: 22-Feb-2021
Taxpayer Id: **-***9051

ODIMO LLC
6320 BROOKSIDE PLZ # 217
KANSAS CITY MO 64113-1709

TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that ODIMO LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS

CONTRACT NO. 9566 PROJECT NO. 80XX0001

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Odimo, LLC (Design Professional). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of $114,748.00; and

WHEREAS, the City has previously executed Amendment No. 1, on March 29, 2022 in the amount of $60,591.00, to amend the total contract amount to $175,339.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of $57,534.00, to amend the total contract amount to $232,873.00; and

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

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

A. Delete and replace the following sections:
   a. Delete Attachment A (Scope of Services) and replace with the attached Attachment A (Scope of Services):
   b. Delete Attachment C (Fee Summary) and replace with the attached Attachment C (Fee Summary):

   c. Delete Sec. 4. A. Compensation and Reimbursables and replace with the following Sec. 4. A. Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is $232,873.00, as follows:

1. $97,544.00 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**. The Approved Multiplier shall

also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment F.** A schedule of position classifications and the salary range for each position is included as a part of **Attachment C.**

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $125,329.00. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliveries, 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 $10,000.00 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. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C.** The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

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

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

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

DocuSign Envelope ID: 201F4B23-8913-46FB-A251-157654C57506

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

DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
By: DocuSigned by: FC79BA5DAE564F2...

Date: 7/10/2022

Title: Amy Slattery Founder + CEO Odimo

KANSAS CITY, MISSOURI
By: DocuSigned by: 756D1017BA554BC...

Date: 7/14/2022

Title: Jeff Martin - Chief Engineering Officer

Approved as to form:

DocuSigned by: 0909E4ACE75D420...
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: 996237BEA75E404...
Director of Finance

7/31/2022
(Date)

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

Project Name: ADA Compliance for Various KC Water Buildings

Contract Number: 9566

Project Number: 80XX0001

I. PROJECT SUMMARY DESCRIPTION

The KC Water Department wishes to contract with a design professional firm to design various building upgrades that address the American with Disabilities Act (ADA) Compliance for the following buildings:

1) Training Building Annex
2) Chemical Building Water Treatment Plant
3) SCADA Building
4) Blue River Administration Building Wastewater Treatment
5) Central Fleet Maintenance.

An ADA Compliance Design Package will be prepared that includes all five (5) locations which need to be brought into compliance to meet 2012 ADA Design Standards. The planned improvements are detailed on the Recommended Solutions Report prepared by Piper Wind Architects.

II. GENERAL DELIVERABLES SUMMARY

- Preliminary Report (Task 205)
- 30%, 60%, 90% and Final Design (Tasks 301, 302, 303, 304 Respectively)
- KC Water Training Annex Feasibility Study
- Bidding (Task Series 400) The **DESIGN PROFESSIONAL** shall provide bidding services, RFI's, addenda, and attend the pre-bid and bid opening.
- Close Out Services (Task Series 500) The **DESIGN PROFESSIONAL** shall provide project close out documentation as outlined in Task Series 500.

III. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 within one hundred fifty (150) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 300 within two hundred fifty-one (251) calendar days thereafter (401 calendars days after Notice to Proceed), subject to the timely

commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 500 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL**'s completions schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL**'s schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below.

No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

IV. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

Task Series 100: Project Management and Administration
Task Series 200: Site Visits and Work Plan – 150 days
Task Series 300: Detailed Design – 251 days
Task Series 400: Bidding Phase – 150 days
Task Series 500: Closeout Services – 60 days (611 total calendar days)
Task Series 600: Follow-On Phases

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 Project Management Services. DESIGN PROFESSIONAL will provide

project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAlQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

- Assumes the project will last ten (21) months from the receipt of the Notice-To-Proceed. Time for internal quality assurance/quality control (QAlQC) is not included in this task number but is included in each individual task, as appropriate.

Task 102 Monthly Progress Status Reports. DESIGN PROFESSIONAL will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

- Assumes twenty-one (21) monthly reports

Task 103 Project initiation Meeting. DESIGN PROFESSIONAL will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

- Assumes one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

Task 104 Design Project Meeting. DESIGN PROFESSIONAL will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services.

2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting.

   - Within fourteen (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

   - Assumes preparation and attending seven (7) progress meetings via a Teams meeting with each meeting lasting one (1) hour and that a minimum of two (2) project team members will attend. Refer to the attached schedule for anticipated attendees.

3. There shall be three (3) review meetings: in Task 300 at 30%, 60%, and 90% design. These meetings will be combined with the progress meetings for efficiency as outlined in the schedule.

   - Time for these meetings is not included in this task number but is shown in tasks 301, 302 and 303 for easier accountability.

   - Three (3) additional review meetings will be provided for preliminary and final review of the KC Water Training Annex Feasibility Study.

Task 105 Management of Subconsultants. DESIGN PROFESSIONAL will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

- Assumes subcontractor management for twenty-one (21) months.

Task 106 Data and Document Review. DESIGN PROFESSIONAL shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Site Visits an Work Plan

Task 201 Site Visits

1. Conduct site visits as necessary to confirm or investigate existing conditions at the five (5) locations listed in the project description.

    a. Site visit is limited to those areas in the tables provided in the 2017 Piper Wind assessment.
    b. Field verify dimensions for development of the base drawings.
    c. Assumes (2) Architectural staff over five (5) days.
    d. An additional site visit to assess exterior window conditions.

Task 202 Work Plan

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

    a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
    b. A summary of the project's Scope of Services.
    c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
    d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.

2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 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 Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the

improvements shown on the drawings and specifications. Upon receiving approval of the Site Investigation Document from the CITY, **DESIGN PROFESSIONAL** will provide 30%, 60%, 90% and Final Construction Documents for each of the five (5) locations. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 <u>30% Design</u>

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the Recommended Solutions Report for each of the five (5) locations. This will also include re-design of the restroom/locker rooms into gender-neutral restrooms at the Blue River Administration Building and the Training Building Annex. Design Professional will start preparing specifications and construction documents for each of the five (5) locations individually. Preliminary design will constitute approximately 30% complete.

2. **DESIGN PROFESSIONAL** will develop two (2) additional plan options for further renovations to the KC Water Training Annex.

   <u>Option 1</u> – Keep perimeter offices as is and add new training room in the center of the building.

   <u>Option 2</u> – Remove perimeter offices to maximize training room opportunities.

   i. **DESIGN PROFESSIONAL** will assess current training facilities and develop a space program outlining the training room sizes and opportunities within the existing Training Annex.

   ii. Following one (1) Review of this Space Program with the OWNER, **DESIGN PROFESSIONAL** will develop two (2) architectural plan options, including a preliminary code analysis and review of existing exterior windows for possible replacement.

   iii. **DESIGN PROFESSIONAL** will lead one (1) Preliminary Review of the Plan Options for input.

   iv. **DESIGN PROFESSIONAL** will coordinate with MEP and AV consultants for design and cost impacts.

   v. Final Deliverable will be developed including:

Two (2) Plan Options for comparison: Program, Architectural, and Interior Design Narrative, Architectural plan, Reflected Ceiling Plan, MEP Narrative, AV Narrative, Order of Magnitude Cost.

vi. **DESIGN PROFESSIONAL** will lead one (1) Final Review of the Final Deliverable with the OWNER.

3. Assumes the preliminary development of the Revit drawings (architectural and MEP) for all five (5) buildings.

4. Assumes that there will be only one (1) specification manual that will include all five (5) buildings.

5. Update base drawings after the site visit with any discrepancies found on site.

6. Preliminary Code Review for confirmation of scope. Preliminary Code Review is limited to 8 hours.

7. <u>The 30% Deliverable will include:</u>
   i. Table of Contents for the specifications
   ii. Architectural Floor plans for each building
   iii. Updated Recommended Solutions Report only related to items already in report.
   iv. Preliminary Opinion of Probable Cost

Task 302 **<u>60% Design</u>**

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:

2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents for each of the five (5) locations individually. An outline of technical specifications for each of the five (5) locations will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL.**

Comments will be provided and incorporated by **DESIGN PROFESSIONAL**, as appropriate, into its front-end specifications.

- Assumes review of WSD's Divisions 00 and 01 documents, identifying conflicts and coordination with the project's specifications.

3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.

4. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications for each five (5) of the locations individually before submitting three (3) sets of half- size drawings, one (1) set of full-size drawings, and three (3) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

5. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

   - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

6. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost for each of the five (5) locations individually.

Task 303 **<u>90% Design Complete</u>**

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.

2. Complete QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting three (3) half size drawing sets, one (1) full-size drawing set, and three (3) specifications for review plus two (2) electronic copies on a USB Drive for each of the five (5) locations individually. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs for each of the (5) five locations individually based on the 90% Design Plans developed and any comments received from the CITY from its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL** 's opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 304 **<u>Final Documents Completion</u>**

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents for each of the five (5) locations individually. **DESIGN PROFESSIONAL** will provide three (3) half-size sets of final drawings along with three (3) specifications to the CITY, plus the original signed and sealed documents for each of the five (5) locations individually. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.

- Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 Attend Pre-Bid Conference.

DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.

2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.

3. Review special project requirements and the Construction Contract Documents in general.

4. Receive requests for interpretations, which will be addressed by addendum. Time for this item is accounted for in task 402.

5. Assumes preparation and attending one (1) 2 hour on site meeting with WSD and that two (2) project team members will attend.

Task 402 Interpret Bidding Documents and Prepare Addenda. **DESIGN PROFESSIONAL** will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL. DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to

CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 **Submit Engineer's Opinion of Probable Construction Cost**. **DESIGN PROFESSIONAL** will update its final cost opinion submitted under Task 304 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 404 **Review Bids**. **DESIGN PROFESSIONAL** will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

It is assumed all documents and information will be collected, organized and provided to the Design Professional in a manner that facilitates efficient review by the Design Professional.

Task Series 500 – Closeout Services

The **DESIGN PROFESSIONAL** will review and file applicable documents required by CITY pertaining to the project and turn over required documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long term record storage. HRD project completion forms and other required documents for project closeout will be submitted with **DESIGN PROFESSIONAL'S** final invoice.

Task Series 600 – Follow-On Phases (EXCLUDED FROM SCOPE OF WORK AT THIS TIME)

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the ADA Compliance for various KC Water Buildings.

II. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL**'S contract upper limit includes an Optional Services Allowance amount of $10,000 (Ten Thousand Dollars). This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment

III. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL**'S disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.

2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.

3. Provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.

4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL.**

5. Provide the following bidding phase services:

   - Conduct the pre-bid conference.

   - Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.

   - Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

ATTACHMENT C

FEE SUMMARY

AJS 6/14/22

KCMO WSD ADA - ADDITIONAL SERVICES #2 - TRAINING ANNEX STUDY

City Contract #9566					ODIMO		EAE		CE		HENDERSON	
City Project # 80XX0001	Labor Category	Principal	PM	Design	FEE	EXPENSE	FEE	EXPENSE	FEE	EXPENSE	FEE	EXPENSE
Odimo Project #164015	Pay Rate	$175.38	$127.95	$76.73								
PHASE												
TASK SERIES 100 - Project Management and Administration - ADD SERV												
101 Project Management Services		8	8		$2,427	$0						
102 Monthly Progress Status Reports		8	8		$2,427							
103 Project Initation Meeting		1			$175							
104 Design Project Meeting (4)	*shown in ea task				$0							
105 Management of Subconsultants	*shown in ea task				$0							
106 Data and Document Review	*shown in ea task				$0							
					$5,029	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TASK SERIES 200 - Site Visits & Work Plan												
201 Site Visits - Exerior Assessment			4	4	$819	$50	$1,120	$145	$1,844		$742	$50
202 Work Plan		4	4		$1,213						$1,169	
					$2,032	**$50**	**$1,120**	**$145**	**$1,844**	**$0**	**$1,911**	**$50**
TASK SERIES 300 - CONCEPT DESIGN												
301 301 - 30% Design Documents					$0							
Program Development		8	8	16	$3,654		$680				$1,608	
Option Exploration		8	8	16	$3,654		$340		$1,093		$1,608	
Exterior Assessment			4		$512		$3,060					
Review Meetings		8	8	16	$3,654		$340		$1,844		$1,126	
301 - 30% Document Issue + Coordination		2	4	16	$2,090		$2,040		$4,206		$1,915	
301 - 30% Cost Estimate			8		$1,024		$4,080		$4,206		$870	
					$14,589	**$0**	**$10,540**	**$0**	**$11,349**	**$0**	**$7,126**	**$0**
ORIGINAL CONTRACT EXPENSES						**$900**		**$450**		**$400**		
				TOTAL	**$21,649**	**$950**	**$11,660**	**$595**	**$13,193**	**$400**	**$9,037**	**$50**
				PRIME FEE	**$21,699**							
				SUB FEE	**$35,835**							
				AMENDMENT 02 FEE TOTAL	**$57,534**							

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 3

CONTRACT NO. 9566 PROJECT NO. 80XX0001
ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS (SLBE)

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Odimo, LLC (Design Professional). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of $114,748.00; and

WHEREAS, City has previously entered into a $60,591.00 Amendment No. 1 dated March 29, 2022, and a $57,534.00 Amendment No. 2 dated contract dated July 31, 2022, to amend the total contract amount to $232,873.00; and

WHEREAS, the City desires execute Amendment No. 3, in the amount of $43,287.00, to amend the total contract amount to $276,160.00; and

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

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

A. Add the following sections:
   a. **Attachment A-3, Scope of Services for Amendment No. 3**;
   b. **Attachment C-3, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 3**;
   c. **Attachment H, CREO Contract Assurances Addendum**

B. Delete and replace the following section/attachment:
   a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Condition.
   b. Delete Sec. 4, Compensation and Reimburseables, Subsection A, and replace with the following Sec. 4, Compensation and Reimburseables, Subsection A:

      Sec. 4. Compensation and Reimbursables.

      A. The maximum amount that City shall pay Design Professional under this Agreement is $276,160.00, as follows:

         1. $116,985.00 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment F**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C – C3**.

   A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C – C3**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $149,175.00. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliveries, 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 $10,000.00 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. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C – C3**. 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.

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

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

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

DocuSign Envelope ID: 82C0B250-8379-4BB8-9497-67FDC33022D8

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

DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
By:

Date: 10/27/2023

DocuSigned by:
Amy Slattery
FC79BA5DAE564F2...

Amy Slattery

Title: Founder + CEO Odimo

KANSAS CITY, MISSOURI
By:

Date: 12/12/2023

DocuSigned by:
Jeff Martin
756D1017BA554BC...

Title: Chief Engineering Officer

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:
Anne Kaps
996237FFA75F404...

1/5/2024

Director of Finance (Date)

ATTACHMENT A-3

SCOPE OF SERVICES

Project Name: ADA Compliance for Various KC Water Buildings

Contract Number: 9566

Project Number: 80XX0001

I. PROJECT SUMMARY DESCRIPTION

The KC Water Department wishes to contract with a design professional firm to design various building upgrades that address the American with Disabilities Act (ADA) Compliance for the following buildings:

1) Training Building Annex
2) Chemical Building Water Treatment Plant
3) SCADA Building
4) Blue River Administration Building Wastewater Treatment
5) Central Fleet Maintenance.

An ADA Compliance Design Package will be prepared that includes all five (5) locations which need to be brought into compliance to meet 2012 ADA Design Standards. The planned improvements are detailed on the Recommended Solutions Report prepared by Piper Wind Architects.

Additional renovation scope identified in the Lower Level of the SCADA Building is outlined in the attached Exhibit A dated 8/8/23.

II. GENERAL DELIVERABLES SUMMARY

- Preliminary Report (Task 205)
- 30%, 60%, 90% and Final Design (Tasks 301, 302, 303, 304 Respectively)
- KC Water Training Annex Feasibility Study
- Bidding (Task Series 400) The **DESIGN PROFESSIONAL** shall provide bidding services, RFI's, addenda, and attend the pre-bid and bid opening.
    - Blue River will be a separate Bid Package from the primary bid package.
    - The Primary Bid Package will include
        - Chemical Building Water Treatment Plant
        - SCADA Building
        - Central Fleet Maintenance
- Close Out Services (Task Series 500) The **DESIGN PROFESSIONAL** shall provide project close out documentation as outlined in Task Series 500.
- Training Building Annex is excluded from Task Series 400 & 500.

III. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 within one hundred fifty (150) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 300 within one hundred fifty (150) calendar days thereafter (300 calendars days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 400 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL**'s completions schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL**'s schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below.

No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

IV. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

Task Series 100: Project Management and Administration
Task Series 200: Site Visits and Work Plan - 150
Task Series 300: Detailed Design – 251 days
Task Series 400: Bidding Phase – 150 days
Task Series 500: Closeout Services – 60 days (611 total calendar days)
Task Series 600: Follow-On Phases

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the

project.

Task 101 Project Management Services. DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

- Assumes the project will last ten (21) months from the receipt of the Notice-To-Proceed. Time for internal quality assurance/quality control (QAlQC) is not included in this task number but is included in each individual task, as appropriate.

Task 102 Monthly Progress Status Reports. DESIGN PROFESSIONAL will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

- Assumes thirty (30) monthly reports

Task 103 Project initiation Meeting. DESIGN PROFESSIONAL will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

- Assumes one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

Task 104 **Design Project Meeting.** **DESIGN PROFESSIONAL** will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services.

2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen
   - (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

   - Assumes preparation and attending seven (7) progress meetings via a Teams meeting with each meeting lasting one (1) hour and that a minimum of two (2) project team members will attend. Refer to the attached schedule for anticipated attendees.

3. There shall be three (3) review meetings: in Task 300 at 30%, 60%, and 90% design. These meetings will be combined with the progress meetings for efficiency as outlined in the schedule.

   - Time for these meetings is not included in this task number but is shown in tasks 301, 302 and 303 for easier accountability.
   - Three (3) additional review meetings will be provided for preliminary and final review of the KC Water Training Annex Feasibility Study.
   - One (1) additional review meeting will be provided for the additional Lower Level SCADA Scope.

Task 105 **Management of Subconsultants.** **DESIGN PROFESSIONAL** will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

- Assumes subcontractor management for thirty (30) months.

Task 106 **Data and Document Review.** **DESIGN PROFESSIONAL** shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Site Visits and Work Plan

Task 201 Site Visits

1. Conduct site visits as necessary to confirm or investigate existing conditions at the five (5) locations listed in the project description.
    a. Site visit is limited to those areas in the tables provided in the 2017 Piper Wind assessment.
    b. Field verify dimensions for development of the base drawings.
    c. Assumes (2) Architectural staff over five (5) days.
    d. An additional site visit to assess exterior window conditions.
    e. An additional site visit to assess SCADA Lower Level conditions.

Task 202 Work Plan

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
b. A summary of the project's Scope of Services.
c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.

2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 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 Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specifications. Upon receiving approval of the Site Investigation Document from the CITY, **DESIGN PROFESSIONAL** will provide 30%, 60%, 90% and Final Construction Documents for each of the five (5) locations. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN**

PROFESSIONAL's standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 <u>30% Design</u>

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the Recommended Solutions Report for each of the five (5) locations. This will also include re-design of the restroom/locker rooms into gender-neutral restrooms at the Blue River Administration Building and the Training Building Annex. Design Professional will start preparing specifications and construction documents for each of the five (5) locations individually. Preliminary design will constitute approximately 30% complete.
2. **DESIGN PROFESSIONAL** will develop two (2) additional plan options for further renovations to the KC Water Training Annex.

   <u>Option 1</u> – Keep perimeter offices as is and add new training room in the center of the building.

   <u>Option 2</u> – Remove perimeter offices to maximize training room opportunities.

   i. **DESIGN PROFESSIONAL** will assess current training facilities and develop a space program outlining the training room sizes and opportunities within the existing Training Annex.

   ii. Following one (1) Review of this Space Program with the OWNER, **DESIGN PROFESSIONAL** will develop two (2) architectural plan options, including a preliminary code analysis and review of existing exterior windows for possible replacement.

   iii. **DESIGN PROFESSIONAL** will lead one (1) Preliminary Review of the Plan Options for input.

   iv. **DESIGN PROFESSIONAL** will coordinate with MEP and AV consultants for design and cost impacts.

   v. Final Deliverable will be developed including:

   Two (2) Plan Options for comparison: Program, Architectural, and Interior Design Narrative, Architectural plan, Reflected Ceiling Plan, MEP Narrative, AV Narrative, Order of Magnitude Cost.

   vi. **DESIGN PROFESSIONAL** will lead one (1) Final Review of the Final Deliverable with the OWNER.

3. Assumes the preliminary development of the Revit drawings (architectural and MEP) for all five (5) buildings.
4. Assumes that there will be only one (1) specification manual that will include all five (5) buildings.
5. Update base drawings after the site visit with any discrepancies found on site.
6. Preliminary Code Review for confirmation of scope. Preliminary Code Review is limited to 8 hours.
7. The 30% Deliverable will include:
    i. Table of Contents for the specifications
    ii. Architectural Floor plans for each building
    iii. Updated Recommended Solutions Report only related to items already in report.
    iv. Preliminary Opinion of Probable Cost

Task 302 60% Design

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:

2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents for each of the five (5) locations individually. An outline of technical specifications for each of the five (5) locations will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL.** Comments will be provided and incorporated by **DESIGN PROFESSIONAL**, as appropriate, into its front-end specifications.

    - Assumes review of WSD's Divisions 00 and 01 documents, identifying conflicts and coordination with the project's specifications.

3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.

4. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications for each five (5) of the locations individually before submitting three (3) sets of half-size drawings, one (1) set of full-size drawings, and three (3) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim

deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

5. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

6. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost for each of the five (5) locations individually.

Task 303 **<u>90% Design Complete</u>**

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.
    - Update Primary Bid Package to include the additional SCADA Lower Level Renovation Scope.
2. Complete QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting three (3) half size drawing sets, one (1) full-size drawing set, and three (3) specifications for review plus two (2) electronic copies on a USB Drive for each of the five (5) locations individually. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD

via Teams meeting and that three (3) project team members will attend.
- Assumes (1) additional virtual review meeting to walk through SCADA Lower Level Renovation.

5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs for each of the (5) five locations individually based on the 90% Design Plans developed and any comments received from the CITY from its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL** 's opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
    - Assumes (1) additional cost update for the SCADA Lower Level Renovation.

Task 304 **Final Documents Completion**

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents for each of the five (5) locations individually. **DESIGN PROFESSIONAL** will provide three (3) half-size sets of final drawings along with three (3) specifications to the CITY, plus the original signed and sealed documents for each of the five (5) locations individually. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.
    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.
    - Create (1) additional Bid Package and specification manual for Blue River.

2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.
    - Assumes (1) additional cost review of the preliminary Blue River Bids.
    - Assumes additional scope for the SCADA Lower Level Renovation.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 **Attend Pre-Bid Conference**. **DESIGN PROFESSIONAL** will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.

2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.

3. Review special project requirements and the Construction Contract Documents in general.

4. Receive requests for interpretations, which will be addressed by addendum. Time for this item is accounted for in task 402.

5. Assumes preparation and attending one (1) 2 hour on site meeting with WSD and that two (2) project team members will attend.

Task 402 **Interpret Bidding Documents and Prepare Addenda**. **DESIGN PROFESSIONAL** will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL. DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 **Submit Engineer's Opinion of Probable Construction Cost**. **DESIGN PROFESSIONAL** will update its final cost opinion submitted under Task 304 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 404 **Review Bids**. **DESIGN PROFESSIONAL** will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written

recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

It is assumed all documents and information will be collected, organized and provided to the Design Professional in a manner that facilitates efficient review by the Design Professional.

Task Series 500 – Closeout Services

The **DESIGN PROFESSIONAL** will review and file applicable documents required by CITY pertaining to the project and turn over required documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long term record storage. HRD project completion forms and other required documents for project closeout will be submitted with **DESIGN PROFESSIONAL'S** final invoice.

Task Series 600 – Follow-On Phases (EXCLUDED FROM SCOPE OF WORK AT THIS TIME)

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the ADA Compliance for various KC Water Buildings.

II. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL**'S contract upper limit includes an Optional Services Allowance amount of $10,000 (Ten Thousand Dollars). This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment

III. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL**'S disposal

available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.

2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.
3. Provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.
4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL**
5. Provide the following bidding phase services:
   - Conduct the pre-bid conference.
   - Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
   - Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

AJS 8/8/23 ATTACHMENT C-3

KCMO WSD ADA - ADDITIONAL SERVICES #3 - SCADA + ADDITIONAL PKG ADD

City Contract #9566			AMY	JEREMY	MARK	ODIMO		EAE		CE	
City Project # 80XX0001		Labor Category	Principal	PM	Design	FEE	EXPENSE	FEE	EXPENSE	FEE	EXPENSE
Odimo Project #164015		Pay Rate	$175.38	$129.35	$153.46						
PHASE											
TASK SERIES 100 - Project Management and Administration - ADD SERV											
101	Project Management Services		12	12		$3,657	$0	$1,545		$916	
102	Monthly Progress Status Reports		3	3		$914		$270			
106	Data & Document Review					$0		$360			
						$4,571	**$0**	**$2,175**	**$0**	**$916**	**$0**
TASK SERIES 200 - Site Visits & Work Plan											
201	Site Visits - Assessment			2	2	$566				$313	
202	Work Plan		4	1	1	$984					
						$1,550	**$0**	**$0**	**$0**	**$313**	**$0**
TASK SERIES 300 - Detailed Design											
301	**301 - 90% Design Documents**					$0					
	Review Meetings		2		2	$658					
	Plans Specs, Details		2	2	48	$7,976		$5,400		$3,547	
	Update Cost Estimate		2		4	$965		$7,200		$2,855	
	Final Bid Documents		2	2	16	$3,065		$1,440	$0		$0
						$12,663	**$0**	**$14,040**	**$0**	**$6,402**	**$0**
TASK SERIES 400 - Bidding Services											
403	Submit Engineer's Opinion of Probable Cost					$0					
405	404 - Review Bids		2		2	$658					
						$658	**$0**	**$0**	**$0**	**$0**	**$0**
					TOTAL	**$19,441**		**$16,215**	**$0**	**$7,631**	**$0**
					PRIME FEE	**$19,441**					
					SUB FEE	**$23,846**					
					AMENDMENT 03 FEE TOTAL	**$43,287**					

ATTACHMENT J

Civil Rights and Equal Opportunity
Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

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

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

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

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

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

(d) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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

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

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid 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 Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars($5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_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. 23. Quality Services Assurance Act. If this Contract exceeds $160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

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

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

Sec. 26. Non-Discrimination in Employment. Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 4

CONTRACT NO. 9566 PROJECT NO. 80XX0001
ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS (SLBE)

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Odimo, LLC (Design Professional). The parties amend the Agreement entered into on April 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated April 12, 2021 in the amount of $114,748.00; and

WHEREAS, City has previously entered into a $60,591.00 Amendment No. 1 dated March 29, 2022, and a $57,534.00 Amendment No. 2 dated contract dated July 31, 2022, and a $43,287.00 Amendment No. 3 to amend the total contract amount to $276,160.00; and

WHEREAS, the City desires execute Amendment No. 4, in the amount of $310,780.00, to amend the total contract amount to $586,940.00; and

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

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

A. Add the following section(s):
   a. **Attachment A-4, Scope of Services for Amendment No. 4**;
   b. **Attachment C-4, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 4**;
   c. **Attachment H, CREO Contract Assurances Addendum**
   d. Attachment I, CREO Minority and Women's Business Enterprises Forms

Sec. 16 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 I.** 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.

B. Delete the following section(s):
   a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Condition.
   b. Delete Sec. 4, Compensation and Reimburseables, Subsection A, and replace with the following Sec. 4, Compensation and Reimburseables, Subsection A:

Sec. 4. Compensation and Reimbursables.

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

1. $_____ for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment F**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C – C4**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C – C4**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed $_____. The following are the reimbursable expenses that City has approved: Subcontractors direct costs paid by Design Professional, outside reproduction of final deliveries, 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 $_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Design Professional Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C – C4**. 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.

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

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

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

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

DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
By:

Date:_____ _____
Title:
_____

KANSAS CITY, MISSOURI
By:

Date:_____ _____
Title:
_____

Approved as to form:

_____
Assistant City Attorney

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

_____
Director of Finance (Date)

ATTACHMENT A - 4

SCOPE OF SERVICES
Amendment 4

I. PROJECT SUMMARY DESCRIPTION

The KC Water Department wishes to contract with a design professional firm to design various building upgrades that address the American with Disabilities Act (ADA) Compliance for the following buildings:

1) Training Building Annex
2) Chemical Building Water Treatment Plant
3) SCADA Building
4) Blue River Administration Building Wastewater Treatment
5) Central Fleet Maintenance.

An ADA Compliance Design Package will be prepared that includes all five (5) locations which need to be brought into compliance to meet 2012 ADA Design Standards. The planned improvements are detailed on the Recommended Solutions Report prepared by Piper Wind Architects.

Additional renovation scope identified in the Lower Level of the SCADA Building is outlined in the attached Exhibit A dated 8/8/23.

Clarification of the Scope for the KC Water Training Building Annex Renovation: **(AMENDMENT 04)**

- The existing men and women's restrooms will only include ADA improvements as outlined in the Piper Wind Report.
- The Lounge next to the Women's restroom will be changed to a Gender Neutral Restroom.
- The small restroom (in the south part of the bldg., between offices) will be renovated. Final Solution will be confirmed in 60%
- A lactation room will be added to the renovation, location to be determined.
- Remaining ADA upgrades as previously outlined in the 30% Set Issued 7/2/2021
- The Training Building Annex Renovations will be issued as a separate bid/permit document.

Clarification of the Scope for the Blue River Administration Building Wastewater Treatment Renovation: **(AMENDMENT 04)**

- The Blue River Administration Building Renovations will be updated for 2021 IECC and issued as a separate Bid Package

II. GENERAL DELIVERABLES SUMMARY

- Preliminary Report (Task 205)
- Design (Task Series 300)
    - 30%, 60%, 90% and Final Design (Tasks 301, 302, 303, 304 Respectively)
    - Training Annex will include separate 60%, 90% and Final Documents Deliverables. (AMENDMENT 04)
    - Blue River Administration Building will include an updated 90% and Final Documents Deliverables (AMENDMENT 04)
- KC Water Training Annex Feasibility Study
- Bidding (Task Series 400) The **DESIGN PROFESSIONAL** shall provide bidding services, RFI's, addenda, and attend the pre-bid and bid opening.
    - The Primary Bid Package will include:
        - Chemical Building Water Treatment Plant
        - SCADA Building
        - Central Fleet Maintenance
    - Training Annex includes bidding services for the bid package issued non-concurrently from the primary bid package. (AMENDMENT 04)
    - Blue River includes bidding services for the bid package issued non-concurrently from the primary bid package. (AMENDMENT 04)
- Close Out Services (Task Series 500) The DESIGN PROFESSIONAL shall provide project close out documentation as outlined in Task Series 500.
    - Training Annex will be a separate phase non-concurrent with the Primary Bid Package. (AMENDMENT 04)
    - Blue River will be a separate phase non-concurrent with the Primary Bid Package. (AMENDMENT 04)

III. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 within one hundred fifty (150) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 300 within one hundred fifty (150) calendar days thereafter (300 calendar days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 400 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL**'s completions schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL**'s schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below.

No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

IV. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

Task Series 100: Project Management and Administration
Task Series 200: Site Visits and Work Plan - 150
Task Series 300: Detailed Design – 251 days

Original contract Notice to Proceed April 14, 2021
Task Series 300 Completion (100% Bid/Permit Set) April 17, 2024
PERMITTING & PROJECT HOLD
Amendment 04 Notice to Proceed
Task Series 400: Design and Bidding Phase – 150 days
Task Series 500: Closeout Services – 60 days
Total Calendar Days Amendment 4 – 210 days

TOTAL PROJECT DAYS 1720 days

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 Project Management Services. DESIGN PROFESSIONAL will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

- Assumes the project will last **sixty (60) months** from the **original** receipt of the Notice-To-Proceed. Time for internal quality assurance/quality control (QAlQC) is not included in this task number but is included in each individual task, as appropriate.

Task 101.1 Training Building Annex Project Management (Amendment 04)

1. There shall be four (4) review meetings for the Training Annex:
   a. Meeting #1 Project Kick off
      i. Verify Plan Goals & Scope
   b. Meeting #2 Preliminary 60%
      i. Final Architectural Plan, Preliminary RCP & Elevations
      ii. Preliminary MEP Fixtures & Lighting
   c. Meeting #3 60% Page Turn Review
      i. Final Plan, RCP, Elevations
      ii. Preliminary Architectural Details, Look & Feel
      iii. Review MEP Fixtures & Lighting
      iv. 60% Cost Estimate
   d. Meeting #4 90% Page Turn Review
      i. Review Final Documentation of all selections, details & specifications.
      ii. Issue Seal Drawings for Bid

Task 101.2 Blue River Admin Building Project Management (Amendment 04)

1. There shall be three (3) review meetings for the Training Annex:
   a. Meeting #1 Project Kick off
      i. Review options for IECC Impact
   b. Meeting #2 Preliminary 90%
      i. Final Architectural Plan, Preliminary RCP & Elevations
      ii. Preliminary MEP Fixtures & Lighting
   c. Meeting #3 90% Page Turn Review
      i. Review Final Documentation of all selections, details & specifications.
      ii. Issue Seal Drawings for Bid

Task 102 Monthly Progress Status Reports. DESIGN PROFESSIONAL will prepare and submit to CITY monthly project progress status reports that identify the Work that has been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN**

PROFESSIONAL in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

- **Assumes sixty (60) total monthly reports and invoices**

Task 103 Project initiation Meeting, DESIGN PROFESSIONAL will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

- Assumes one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

Task 104 Design Project Meeting, DESIGN PROFESSIONAL will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services.

2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen
   - (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

   - Assumes preparation and attending seven (7) progress meetings via a Teams meeting with each meeting lasting one (1) hour and that a minimum of two (2) project team members will attend. Refer to the attached schedule for anticipated attendees.

   - **Assumes weekly brief (30 minute) project management check ins with the KC Water Project Manager, for a total of thirty (30) project check ins for Amendment 04.**

3. There shall be three (3) review meetings: in Task 300 at 30%, 60%, and 90% design. These meetings will be combined with the progress meetings for efficiency as outlined in the schedule.

- Time for these meetings is not included in this task number but is shown in tasks 301, 302 and 303 for easier accountability.
- Three (3) additional review meetings will be provided for preliminary and final review of the KC Water Training Annex Feasibility Study.
- One (1) additional review meeting will be provided for the additional Lower Level SCADA Scope.

Task 105 **Management of Subconsultants. DESIGN PROFESSIONAL** will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

- Assumes subcontractor management for **sixty (60) Months**

Task 106 **Data and Document Review. DESIGN PROFESSIONAL** shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Site Visits and Work Plan

Task 201 Site Visits

1. Conduct site visits as necessary to confirm or investigate existing conditions at the five (5) locations listed in the project description.
    a. Site visit is limited to those areas in the tables provided in the 2017 Piper Wind assessment.
    b. Field verify dimensions for development of the base drawings.
    c. Assumes (2) Architectural staff over five (5) days.
    d. An additional site visit to assess exterior window conditions.
    e. An additional site visit to assess SCADA Lower Level conditions.

Task 202 Work Plan

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
b. A summary of the project's Scope of Services.
c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly

basis through project completion.

d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.

2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 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 Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specifications. Upon receiving approval of the Site Investigation Document from the CITY, **DESIGN PROFESSIONAL** will provide 30%, 60%, 90% and Final Construction Documents for each of the five (5) locations. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 30% Design

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the Recommended Solutions Report for each of the five (5) locations. This will also include re-design of the restroom/locker rooms into gender-neutral restrooms at the Blue River Administration Building and the Training Building Annex. Design Professional will start preparing specifications and construction documents for each of the five (5) locations individually. Preliminary design will constitute approximately 30% complete.
2. **DESIGN PROFESSIONAL** will develop two (2) additional plan options for further renovations to the KC Water Training Annex.

   Option 1 – Keep perimeter offices as is and add new training room in the center of the building.

Option 2 – Remove perimeter offices to maximize training room opportunities.

i. **DESIGN PROFESSIONAL** will assess current training facilities and develop a space program outlining the training room sizes and opportunities within the existing Training Annex.

ii. Following one (1) Review of this Space Program with the OWNER, **DESIGN PROFESSIONAL** will develop two (2) architectural plan options, including a preliminary code analysis and review of existing exterior windows for possible replacement.

iii. **DESIGN PROFESSIONAL** will lead one (1) Preliminary Review of the Plan Options for input.

iv. **DESIGN PROFESSIONAL** will coordinate with MEP and AV consultants for design and cost impacts.

v. Final Deliverable will be developed including:

Two (2) Plan Options for comparison: Program, Architectural, and Interior Design Narrative, Architectural plan, Reflected Ceiling Plan, MEP Narrative, AV Narrative, Order of Magnitude Cost.

vi. **DESIGN PROFESSIONAL** will lead one (1) Final Review of the Final Deliverable with the OWNER.

3. Assumes the preliminary development of the Revit drawings (architectural and MEP) for all five (5) buildings.
4. Assumes that there will be only one (1) specification manual that will include all five (5) buildings.
5. Update base drawings after the site visit with any discrepancies found on site.
6. Preliminary Code Review for confirmation of scope. Preliminary Code Review is limited to 8 hours.
7. The 30% Deliverable will include:
   i. Table of Contents for the specifications
   ii. Architectural Floor plans for each building
   iii. Updated Recommended Solutions Report only related to items already in report.
   iv. Preliminary Opinion of Probable Cost

Task 302 60% Design

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:

2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents for each of

the five (5) locations individually. An outline of technical specifications for each of the five (5) locations will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL.** Comments will be provided and incorporated by **DESIGN PROFESSIONAL**, as appropriate, into its front-end specifications.

- Assumes review of WSD's Divisions 00 and 01 documents, identifying conflicts and coordination with the project's specifications.

3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.

4. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications for each five (5) of the locations individually before submitting three (3) sets of half-size drawings, one (1) set of full-size drawings, and three (3) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

5. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

- Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.

6. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost for each of the five (5) locations individually.

Task 303 **<u>90% Design Complete</u>**

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.

- Update Primary Bid Package to include the additional SCADA Lower

Level Renovation Scope.

2. Complete QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting three (3) half size drawing sets, one (1) full-size drawing set, and three (3) specifications for review plus two (2) electronic copies on a USB Drive for each of the five (5) locations individually. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).

4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD via Teams meeting and that three (3) project team members will attend.
    - Assumes (1) additional virtual review meeting to walk through SCADA Lower Level Renovation.

5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs for each of the (5) five locations individually based on the 90% Design Plans developed and any comments received from the CITY from its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL** 's opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
    - Assumes (1) additional cost update for the SCADA Lower Level Renovation.

Task 304 **<u>Final Documents Completion</u>**

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents for each of the five (5) locations individually. **DESIGN PROFESSIONAL** will provide three (3) half-size sets of final drawings along with three (3) specifications to the CITY, plus the original signed and sealed documents for each of the five (5) locations individually. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.
    - Assumes preparation and attending one (1) 2 hour virtual meeting with WSD

via Teams meeting and that three (3) project team members will attend.

- Create (1) additional Bid Package and specification manual for Blue River.

2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.
    - Assumes (1) additional cost review of the preliminary Blue River Bids.
    - Assumes additional scope for the SCADA Lower Level Renovation.

Task 305 **Training Building Annex Detailed Design (Amendment 04)**

1. Training Building Annex Issued as a separate 60% Deliverable including the standard 60% Design Requirements above:
    - Advance 30% Concept Design to 60% Completion integrating city comments gathered from the Kick Off.
    - Internal QA/QC and coordination with consultants
    - Issuance of Drawing, Specifications Sets, and Construction Cost Opinion for review via PDF. Issue in a Bluebeam Revu Session for comments.
    - The city's review will occur within fourteen (14) calendar days.
    - Conduct 60% review meeting.
2. Training Building Annex Issued as a separate 90% Deliverable including the standard 90% Design Requirements above:
    - Advance 60% Concept Design to 90% Completion integrating city comments gathered from the 60% Review.
    - Internal QA/QC and coordination with consultants
    - Issuance of Drawing, Specifications Sets, and Construction Cost Opinion for review via PDF. Issue in a Bluebeam Revu Session for comments.
    - The city's review will occur within fourteen (14) calendar days.
    - Conduct 90% review meeting.
3. Training Building Annex Issued as a separate Final Bidding and Construction Contract Document including the standard Final Documents Requirements above:
    - Advance 90% Concept Design to Final Bid Documents integrating city comments gathered from the 90% Review.
    - Internal QA/QC and coordination with consultants
    - Issuance of Drawing, Specifications Sets, and Construction Cost Opinion for bidding via PDF.

Task 306 **Blue River Administration Building (Amendment 04)**

1. Blue River Administration Building Issued as a separate 90% Deliverable including the standard 90% Design Requirements above:
    - Review the existing 90% Set for compliance with the new 2021 IECC Requirements & propose solutions
    - Assess Cost Impacts and review with the CITY for approval
    - Upon approval of the proposed documented changes, finalize the updated

90% set.
- Internal QA/QC and coordination with consultants
- Issuance of Drawing, Specifications Sets, and Construction Cost Opinion for review via PDF. Issue in a Bluebeam Revu Session for comments.
- The city's review will occur within fourteen (14) calendar days.
- Conduct 90% review meeting.

2. Blue River Administration Building Issued as a separate Final Permit, Bidding and Construction Contract Document including the standard Final Documents Requirements above:
    - Advance 90% Concept Design to Final Permit/Bid Documents integrating city comments gathered from the 90% Review.
    - Internal QA/QC and coordination with consultants
    - Issuance of Drawing, Specifications Sets, and Construction Cost Opinion for bidding via PDF.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 Attend Pre-Bid Conference. **DESIGN PROFESSIONAL** will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.

2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.

3. Review special project requirements and the Construction Contract Documents in general.

4. Receive requests for interpretations, which will be addressed by addendum. Time for this item is accounted for in task 402.

5. Assumes preparation and attending one (1) 2 hour on site meeting with WSD and that two (2) project team members will attend.

Task 402 Interpret Bidding Documents and Prepare Addenda. **DESIGN PROFESSIONAL** will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL. DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda

to CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 **Submit Engineer's Opinion of Probable Construction Cost**. **DESIGN PROFESSIONAL** will update its final cost opinion submitted under Task 304 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 404 **Review Bids**. **DESIGN PROFESSIONAL** will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

Task 405 **Permitting.** DESIGN PROFESSIONAL will submit for permit and respond to city comments for completion of permit review. DESIGN PROFESSIONAL will pay for the plan review fee. The CITY's selected CONTRACTOR will pull the building permits upon award of the project. **(AMENDMENT 04)**

Task 406 **Prepare IFC.** DESIGN PROFESSIONAL will prepare Conformed Drawings as an Issued for Construction following approval of all permit review comments and Bidding. **(AMENDMENT 04)**

It is assumed all documents and information will be collected, organized and provided to the Design Professional in a manner that facilitates efficient review by the Design Professional.

Task 407 **Training Building Annex Bidding Services (Amendment 04)**

Training Annex Bidding Services includes permitting and bidding services

for the bid package issued non-concurrently from the primary bid package and includes the following as noted above:

- Attend Pre-Bid Conference
- Interpret Bidding Documents and Prepare Addenda
- Submit Engineer's Opinion of Probable Construction Cost.
- Review Bids
- Issue Final Conformed Drawing Set

Task 408 Blue River Bidding Services (Amendment 04)

Blue River Bidding Services includes permitting and bidding services for the bid package issued non-concurrently from the primary bid package and includes the following as noted above:

- Attend Pre-Bid Conference
- Interpret Bidding Documents and Prepare Addenda
- Submit Engineer's Opinion of Probable Construction Cost.
- Review Bids
- Issue Final Conformed Drawing Set

Task Series 500 – Closeout Services

The **DESIGN PROFESSIONAL** will review and file applicable documents required by CITY pertaining to the project and turn over required documents. **DESIGN PROFESSIONAL** will gather and consolidate its project files for long term record storage. HRD project completion forms and other required documents for project closeout will be submitted with **DESIGN PROFESSIONAL'S** final invoice.

Task 501 Training Building Annex Closeout Services (Amendment 04)

Training Annex Task 500 includes close out services for the bid package issued non-concurrently from the primary bid package.

Task 502 Blue River Closeout Services (Amendment 04)

Blue River Task 500 includes close out services for the bid package issued non-concurrently from the primary bid package.

II. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL**'S contract upper limit includes an Optional Services Allowance amount of **$60,000 (Sixty Thousand Dollars).** This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment

III. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL**'S disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.
2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.
3. Provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.
4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL**
5. Provide the following bidding phase services:
   - Conduct the pre-bid conference.
   - Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
   - Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

Attachment C-4

Engineering Fee Summary

Schedule of Positions Classifications

Attachment H

CREO Contract Assurances Addendum

Attachment I

CREO Minority and Women's Business Enterprises Forms

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80XX0001

Project Title ADA COMPLIANCE FOR VARIOUS KC WATER BUILDINGS

Water Services Department
(Department Project)

Department

Bon Marie Gardner
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Amy J. Slattery, 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 MBE/WBE 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 target goals are 14 **% MBE** and 14 **% WBE.**

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

   BIDDER/PROPOSER PARTICIPATION: 14 **%** **MBE** 14 **% WBE**

   POST-BID/POST-RFP ESTIMATED BUDGET: $ 586,940.00

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants 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)***

   Name of M/WBE Firm Odimo LLC d/b/a SLATTERY
   Address 701 E 63rd St. #210 Kansas City, MO 64110
   Telephone No. 816-708-1509
   I.R.S. No. 47-5059051

Name of M/WBE Firm Custom Engineering, Inc.
Address 12760 East 40 Highway Independence, MO 64055
Telephone No. 816-350-1473
I.R.S. No. 43-1031915

Name of M/WBE Firm Environmental Advisors and Engineers, Inc
Address 25207 W. 98th St Lenexa KS 66227
Telephone No. 913-599-4326
I.R.S. No. 43-1806626

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

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

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

(List additional M/WBEs, 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 listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Custom Engineers	Engineer	$ 157,577.00		26.84

TOTAL MBE $ / TOTAL MBE %: $ 157,577.00 26.84 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
SLATTERY	Architect	$ 282,674.00		48.16
Environmental Advisors Engineers	Architect	$ 108,626.00		18.51

TOTAL WBE $ / TOTAL WBE %: $ 391,300.00 66.67 %

*"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 CREO KC 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 participation. 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 summary detailing its efforts and the reasons its efforts were unsuccessful when requested bythe City.

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

Bidder/Proposer primary contact: Amy J. Slattery
Address: 701 E. 63rd St. #210
Kansas City, MO 64110
Phone Number: 816-708-1501
Facsimile number: _____
E-mail Address: aslattery@slatterydesign.com

By: _____
Title: Partner
Date: 4/11/2025
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 11th day of April, 2025.

My Commission Expires: 10/11/2027

Notary Public

NARGES NATASHA DERAKHSHANIAN
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23450820
My Commission Expires Oct 11, 2027