



Odessa Police Department

310 S First Street • Odessa, MO 64076

Phone: 816-633-7575 • Fax: 816-633-7221 • odessapd@cityofodessamo.com

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Architectural design firm contract for Odessa Public Safety Center and Storm Shelter – consisting of a Police Headquarters, Municipal Courts, Emergency Operations Center and Community Storm Shelter.

ACTION: Allow Mayor to sign a contract with Police Facilities Design Group, PA for the purpose of conducting a public safety center and storm shelter space needs assessment study, future growth study, conceptual design rendered drawings and new facility cost estimates.

BACKGROUND: In December 2022 the City of Odessa published a request for qualifications (RFQ) seeking qualification statements from firms interested in providing engineering and/or architectural services in preparing professional plans for the construction of a new police headquarters, municipal court, emergency operations and community storm shelter facility.

In January and February city administration met a number of times to score the RFQ responses and the team interviewed the top qualified firms. Specific attention was given to design firms that excelled with previous experience in law enforcement facility designs, specifically in police and emergency operation facilities maximizing usable land and construction site space. The Police Facilities Design Group PA was selected as the top architectural firm for this project. Police Facilities Design Group PA has extensive experience in police facilities, emergency operations centers, municipal courts and storm shelter building design and construction.

Police Facilities Design Group PA will present findings to the Board of Aldermen regarding the space needs assessment study and the future growth study. In addition, the architect group will present conceptual design rendered drawings, new facility cost estimates and provide the Board of Aldermen with experienced justification for the space needs assessment, findings and cost estimates. The completion of this project is estimated as August 2023 (120 days).

Mayor Steve Wright, City Administrator Shawna Davis and I have reviewed this agreement and recommend approval. The agreement has been reviewed by our city attorney, Lauber Municipal Law, LLC.

FINANCIAL CONSIDERATIONS: The project fees are budgeted within the Capital Improvement Plan budget.

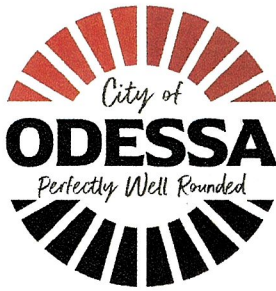
ATTACHMENTS: Police Facilities Design Group PA Contract, Request for Qualifications Affidavit of Publication.

PREPARED BY



Josh Thompson
Chief of Police

DATED March 8, 2023



City of Odessa

125 S Second Street • PO Box 128 • Odessa, MO 64076
Phone: 816-230-5577 • Fax: 816-633-4985 • info@cityofodessamo.com
www.cityofodessamo.com

REQUEST FOR QUALIFICATIONS **ARCHITECT / ENGINEERING SERVICES** **RFQ NO. 12-22**

The City of Odessa is seeking qualification statements from firms interested in providing engineering and/or architectural services in preparing professional plans for the construction of a new police headquarters, municipal court, emergency operations and community storm shelter facility. Final plans shall be stamped and prepared for the city's use in the solicitation of a contractor and bidding phase to complete the construction project in accordance with all state and local building regulations.

Information provided to the city must include:

- (1) Previous experience with law enforcement facility design specifically in police and emergency operation facilities maximizing usable land and construction site space. Please note any previous experience with public sector facilities.
- (2) The capacity and capability of the firm to complete the design within a period of one hundred twenty (120) days from contract execution.
- (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
- (4) References from previous clients of similar work with the firm within the past five (5) years.
- (5) Documentation of compliance with E-Verify requirements.

The firm will be selected based on the above qualifications. Once the most qualified firm is selected, a cost for the design work will be negotiated.

This request for qualifications does not commit the City of Odessa to award a contract or pay any costs incurred by any potential contract prior to awarding of a contract. The City of Odessa reserves the right to accept or reject any and all submitted qualifications statements received or to waive technical defects in the proposals if it is considered in the best interested of the City to do so. The City of Odessa may require any qualified firm(s) selected for this request to participate in negotiations and reserves the right to revise the scope of contracted services to fit within the allocated budget for this project.

The above information should be submitted no later than **5:00 pm on December 30, 2022**, to Odessa City Hall at 125 South Second Street, PO Box 128, Odessa, Missouri 64076. Two (2) hard copies of RFQ responses should arrive in an envelope clearly marked: "**RFQ No. 12-22 – Attn: Shawna Davis**" along with one (1) digital file. For more information, contact Interim City Administrator, Shawna Davis at shawna.davis@cityofodessamo.com.

The City of Odessa is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.

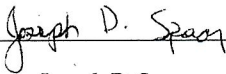
Affidavit of Publication

Date: December 1, 2022

STATE OF MISSOURI }
COUNTY OF LAFAYETTE } ss

Joseph D. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper, for a period of three years and more prior to the date of the first insertion of the publication herein referred to, was, ever since said date has been, and now is published regularly and consecutively; that during all said time said newspaper has been, and now is a newspaper of general circulation in said County; that during all said time said newspaper has been and now is admitted to the post office as second class matter in said City of Odessa, Missouri, the City of publication; that during all said time said newspaper has had, and now has, a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription, for a definite period of time; that said newspaper, during all said time, has complied with and now complies with the provisions of an Act of the 62nd General Assembly of the State of Missouri, entitled "Public Advertisements," approved August 2, 1943, and known as Section 14968, and that said notice was in all respects published in compliance with the provisions of said Section; and that the said notice hereto attached was published in said newspaper once a week for two week(s) as follows:

First Insertion: December 1, 2022
Second Insertion:
Third Insertion:
Fourth Insertion:



Joseph D. Spaar, co-publisher

Subscribed and sworn to before me this day of
December 1, 2022

Witness my hand and official seal.



Donna L. Ehlert, Notary Public
My commission expires March 7, 2024



DONNA L. EHLERT
My Commission Expires
March 7, 2024
Lafayette County
Commission # 12486640

REQUEST FOR QUALIFICATIONS ARCHITECT / ENGINEERING SERVICES RFQ NO. 12-22

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Statements should be submitted no later than 5:00 pm on December 30, 2022, to Odessa City Hall at 125 S 2nd St, PO Box 128, Odessa, Missouri 64076. Two (2) hard copies of RFQ responses should arrive in an envelope clearly marked: "RFQ No. 12-22 – Attn: Shawna Davis" along with one (1) digital file. For more information, contact Interim City Administrator, Shawna Davis at shawna.davis@cityofodessamo.com.

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Published in *The Odessan*, Odessa, Missouri, Thursday, December 1, 2022



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

City Of Odessa
125 S. Second Street
Odessa, MO 64076
816 230-5577
and the Architect:

Police Facility Design Group, PA
500 Grand Boulevard, Siute 201A
Kansas City, MO 64106
816-298-6700

for the following (hereinafter referred to as "the Project"):

Odessa Public Safety Center and Storm Shelter. A space needs assessment study and conceptual design for the Odessa Police, Courts, EOC, and Community Storm Shelter on an existing City owned site

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

§ 1.1.1 **Scope of Service** in general is to determine the specific space needs for all Police Department, Municipal Courts, Emergency Operations Center space needs as well as a public storm shelter for approximately 200 citizens. This space determination will result in the establishment of the individual spaces within the facility, the total building size, and the site space needs such as parking areas. From this space need determination, evaluate the most probable scenarios for developing facilities to meet that need. That scenario evaluation will compare and contrast the functionality and cost related to any identified development scenario.

§ 1.1.2 Details of the Scope of Services are as follows:

§ 1.1.2.1 Meet with key department managers within each department in initial on-site information gathering work sessions. Study the routine operations as required to understand optimal department functions and interactions.

§ 1.1.2.2 Establish facility needs based on a corresponding determination of department staff size. Facility needs will be established for both current facility needs, and future facility needs. Future facility needs will reflect the requirements anticipated in 20 years (planning horizon), again, corresponding to the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts, or personnel growth by an alternate measure as prescribed by the Owner.

§ 1.1.2.3 For current and future needs, develop a list of functional elements through meetings with the above identified department managers. Functional elements are comprised of personnel, activities, and accessory use areas that make up the operations that occur in the building. Each distinct functional element will become a room or space in the building design.

§ 1.1.2.4 For each catalogued functional element in both the current and future needs, estimate and assign the square footage space needed to support the listed element.

§ 1.1.2.5 At site level programming, determine the parking requirement for fleet, staff, and public (visitors) vehicles to be parked on the site acreage.

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§ 1.1.2.6 Determine the optimal interaction/internal adjacencies and prepare graphic diagrams that show these relationship priorities. The diagrams will show the rooms that, for functional reasons, should be near to or adjacent one another.

§ 1.1.2.7 From the programming established in Items 1-6 above:

§ 1.1.2.7.1 Establish alternate building configurations if necessary. If multi-story identify probable story to which each functional element would be assigned, and determine the resulting area of the building footprint. (This does not include floor plan layout drawings).

§ 1.1.2.7.2 Determine the site area required for any determined building configuration option including parking and green space to meet the planning horizon.

§ 1.1.2.7.3 Prepare a building/site-use diagram showing recommended minimum useable site acreage.

§ 1.1.2.7.4 Evaluate the identified City owned site based on site development potential, design appropriateness of site, ability to meet user/occupant operational goals, and cost value. (If other sites beyond the currently identified site are to be considered, PFDG will review and evaluate sites identified for development on an on-going basis as sites are identified for consideration. Up to two additional sites).

§ 1.1.2.8 Establish probable costs for each project development scenario (site and building configuration). Probable costs will include hard costs for building construction and normal site development based on quantity take-offs and unit costs utilizing the diagrammatic floor plan drawings. Additionally, PFDG will establish project soft costs typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings and equipment.

§ 1.1.2.9 Compare the various development scenarios (if applicable) to one another with regard to degree of functionality and cost.

§ 1.1.2.10 Following the establishment of space needs, building configuration, and site selection, PFDG will develop floor plan(s), showing the layout of the identified space (rooms), and the overall building; and site plans(s) showing the building footprint, parking, access drives and other pertinent information to convey full usage of the site.

§ 1.1.2.11 Refine the preliminary cost estimate based on the conceptual design.

§ 1.1.3 Meet with City and Public Safety personnel to present all report findings and concept designs.

§ 1.1.4 PFDG will provide ongoing support as a resource tool to the Police Department and City of Odessa by providing information relevant to the report findings and as necessary to informing the public regarding the project.

§ 1.1.5 On-site meetings:

§ 1.1.5.1 Information Gathering. Initial kick-off meeting with Owner and development of information pertaining to Items 1.1.2.1-1.1.2.3, 1.1.2.5, and 1.1.2.6.

§ 1.1.5.2 Program Draft Review following completion of all Items 1.1.2.1-1.1.2.6. (Optional remote).

§ 1.1.5.3 Presentation of scenario development options. (Optional remote).

§ 1.1.5.4 Preliminary floor and site plan concepts.

§ 1.1.5.5 Final presentations.

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§ 1.1.6 Deliverables

§ 1.1.6.1 Program Draft. Following Item 1.1.2.5

§ 1.1.6.2 Scenario Development Draft. Following Item 1.1.2.9

§ 1.1.6.3 Preliminary Concept Plans. Following Item 1.1.2.10

§ 1.2 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

James Estes
Police Facility Design Group, PA
500 Grand Boulevard, Suite 201A
Kansas City, MO 64106
816-298-6700, x302

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than one-million (\$1,000,000) for each occurrence and two-million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 Workers' Compensation at statutory limits.

§ 1.5.4 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one-million (\$ 1,000,000) per claim and two-million (\$ 2,000,000) in the aggregate.

§ 1.5.5 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 1.5.6 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

(Paragraphs deleted)

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Josh Thompson, Chief of Police
310 S. First Street
Odessa, MO 64076
816 633-7575

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 4.3 of this Agreement

(Paragraphs deleted)

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User Notes:

(910649420)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days prior to completion of the contracted scope of this work for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Paragraph deleted)

.1 Termination Fee:

Zero dollars

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

Zero dollars

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

(Check the appropriate box.)

(Paragraphs deleted)

Not Applicable

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

A Stipulated Sum Fee of \$30,900, plus reimbursable expenses billed at actual cost and not to exceed \$2,000.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 N/A;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 N/A;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 N/A;
- .11 N/A; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

N/A

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable

(Paragraphs deleted)

45 days after presentation of the Architect's invoice.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.3 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

Init.

§ 7.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

(Paragraph deleted)

§ 7.5 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary

§ 7.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.7.1. This Section 7.7 shall survive the termination of this Agreement.

(Paragraph deleted)

§ 7.7.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.7. Notwithstanding any other provision of this Agreement, including this Section 7.7, the Architect acknowledges that the Owner is a public governmental body under Chapter 610, RSMo. and that the Owner will respond to any request for public records in accordance with applicable law.

§ 7.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

(Paragraphs deleted)

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

(
This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

James Estes, Principal Police Facility Design Group,
PA

(Printed name, title, and license number, if required)



Police Facility Design Group

500 Grand Boulevard, Suite 201A
Kansas City, Missouri 64106
Tel (816) 298-6700
policearchitects.com

ODESSA POLICE, COURTS, AND EOC FACILITY

WEPA PROJECT NO. 2311
Contract dated March 13, 2023

TO: City of Odessa, MO

Josh Thompson, Chief of Police
310 S. First Street
Odessa, MO 64076

INVOICE DATE	January 10, 2024
INVOICE NUMBER.	2311-PD-01
ORIGINAL CONTRACT VALUE	\$ 30,900
PREVIOUSLY APPROVED CONTRACT AMENDMENTS	\$ -
AMENDMENTS APPROVED SINCE LAST INVOICE	\$ -
CURRENT CONTRACT VALUE	\$ 30,900

SERVICE TYPE	CONTRACT PERCENTAGE	CONTRACT VALUE	PERCENTAGE COMPLETE	CONTRACT COMPLETE
Programming Assessment Study	61%	\$ 18,900	100%	\$ 18,900.00
Conceptual Design	39%	\$ 12,000	100%	\$ 12,000.00

CONTRACT VALUE COMPLETED	\$	30,900.00
LESS PREVIOUS CONTRACT SERVICES	\$	-
CURRENT CONTRACT VALUE DUE	\$	30,900.00

CURRENT REIMBURSABLE EXPENSES \$ -

CURRENT INVOICE TOTAL **\$ 30,900.00**

PAST DUE INVOICES **\$ -**

CURRENT PAYMENT DUE **\$ 30,900.00**

BALANCE TO FINISH \$ -



Josh Thompson <josh.thompson@cityofodessamo.com>

Police facility Design Additional Services

2 messages

James Estes <james.estes@policearchitects.com>
To: Josh Thompson <josh.thompson@cityofodessamo.com>

Tue, Jan 9, 2024 at 4:28 PM

Chief,

I spoke with my PM that will be doing much of the work on the smaller building design. We can commit to completing the work by February 15, and we think, and will give every effort to have it done February 1. We will do new floor plans, site plan, and renderings of at least the front (similar to the original design) for \$10,000. If you want an animation, I believe we would have to be at \$12,000.

If this works for you, just provide me your approval in a response to this email after you have discussed it with Shawna and your team. We will then get started immediately. I will follow that with getting to you a change in services amendment to our existing contract based on this email scope and fee content.

Regards,

James

James Estes, Principal

Police Facility Design Group, P.A.

500 Grand Boulevard, Suite 201A

Kansas City, MO 64106

816 298-6700, x 302

Josh Thompson <josh.thompson@cityofodessamo.com>
To: Shawna Davis <shawna.davis@cityofodessamo.com>

Tue, Jan 9, 2024 at 4:55 PM

I got this in writing from James Estes fyi.

[Quoted text hidden]

--

Josh Thompson, Chief of Police & Emergency Management Director

City of Odessa, Missouri

310 S First Street | Odessa, MO 64076

Phone: 816-633-7575 | Fax: 816-633-7221

www.cityofodessamo.com | Facebook: @odessamopolice



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