

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 1508 CONTRACT NO. 81000833

FOR

INFLOW AND INFILTRATION (I/I) REDUCTION: NORTH OF THE RIVER

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project Description.

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

The City of Kansas City (City), Missouri, intends to reduce I/I flows in the sanitary sewer system by implementing rehabilitation recommendations in generalized area North of the River including the Buckeye Creek Area as Phase 1. The project will focus on I/I reduction through rehabilitation of public sanitary sewers and manholes within the project area. The estimated footage consists of 270,000 linear feet of 8-inch to 36-inch diameter sewer mains and 1,368 manholes in the project area. As such, the City is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.

This Project is associated with the Federal Consent Decree regarding the City of Kansas City, Missouri in the Overflow Control Plan. All rules and requirements included in the Consent Decree shall be adhered to. The Design Professional should pay special attention to Section XIII of the Consent Decree as it relates to stipulated penalties.

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 \$950,000.00, as follows:

1. \$529,349.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.
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 \$342,995.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Seventy-Seven Thousand Six Hundred Fifty-Six dollars and no cents (\$77,656.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service

shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. 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 set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department:

Sean Hennessy
Chief Financial Officer
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0410
Facsimile: (816) 513-0172
E-mail address: sean.hennessy@kcmo.org

Design Professional:

Lamp Rynearson, Inc.
Laura J. Gray, P.E.
Wastewater Group Leader
9001 State Line Road – Suite 200
Kansas City, Missouri 64114
Phone: (816) 361-0440
Facsimile: (816) 361-0045
E-mail address: Laura.Gray@LampRynearson.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to

transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City – Licensed Geographical Information System Data set forth in **Attachment E**, 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 Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Unit Costs

Attachment E - Licensed Geographical Information System Data

Attachment F – HRD Documents

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

Attachment G –Employee Eligibility Verification Affidavit

Attachment H – Truth-In-Negotiation Certificate

Attachment I – Affidavit of Compliance with the Federal Consent Decree

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

Attachment J– Non-Construction Subcontractors Listing

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

Sec. 11. 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 F**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary

difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 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.

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: 11-22-19

By: Brett J Wawers

Name: Brett J Wawers

Title: CFO

KANSAS CITY, MISSOURI

Date: 1/8/20

By: Sean Hennessy

Name: Sean Hennessy

Title: Chief Financial Officer

Approved as to form:

[Signature]
Assistant City Attorney Date

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.

for Shereese Daniels 1-15-20
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

remaining sums within thirty (30) days of such date.

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to

said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$150,000.00. 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 <http://www.uscis.gov/e-verify> . For those Design Professionals enrolled in E-

Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

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

Section 25. Truth-In-Negotiation Certificate

The Design Professional shall complete and execute the Truth-In-Negotiation Certificate attached hereto as **Attachment H** and incorporated herein simultaneous with the Design Professional's execution of this Agreement.

Section 26. Consent Decree Project

The Project being performed by the Design Professional pursuant to this Agreement is subject the Consent Decree entered on September 27, 2010 in the U.S. District Court for the District of Western Missouri, by an between the United States of America, the State of Missouri, and the City of Kansas City, Missouri. The City shall incur significant stipulated penalties in the event that the Project is not completed within the time period required by the Consent Decree. In such case, the Contractor understands that **TIME IS OF THE ESSENCE** hereunder. The Design Professional shall be liable for the actual damages in the amounts set forth below, if the Design Professional fails to fully perform the Project, Scope of Work, Work Product, and Other Services as required

hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - \$1000 per day;
Day 31 through Day 60- \$2000 per day;
Day 61 and thereafter - \$4000 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

Design Professional: Lamp Rynearson, Inc.
Owner: City of Kansas City, Missouri
Project: Inflow and Infiltration (I/I) Reduction: North of the River
City Contract No: 1508
City Project No: 81000833

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the implementation of rehabilitation recommendations for reducing inflow and infiltration (I/I) flows into the sanitary sewer system in Kansas City, Missouri.

- A. **The Project.** The City of Kansas City (CITY), Missouri, intends to reduce I/I flows in the sanitary sewer system by implementing rehabilitation in a generalized area North of the River including the Buckeye Creek Area as Phase 1. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. **Federal Consent Decree.** This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. **Background Information.** The CITY is undertaking this Project to prepare preliminary and construction contract documents for the I/I Reduction project as part of the Smart Sewer Program. The project will focus on I/I reduction through rehabilitation of public sanitary sewers and manholes within the project area. The estimated footage of sewer pipe and number of manholes in the project area is approximately:
 - a. Phase 1: (Buckeye Creek Area) 270,000 linear feet of sewer mains from 8-inches to 36-inches in diameter and 1,368 manholes.
- D. **Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional I/I reduction work North of the River, referenced herein as Phase 2, and construction phase services for the projects.
- E. **General Description of Activities.** The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of professional services for the development and implementation of rehabilitation recommendations for reducing I/I flow and volume in the project area. This Scope of Services includes review of Closed-Circuit Television (CCTV) inspection and

manhole inspection data collected by CITY for the project area and smoke and dyed water testing of the public sanitary sewers in the project area. The determination of which sewer lines to be rehabilitated and DESIGN PROFESSIONAL's design services for rehabilitation of sewer pipes and manholes selected by CITY shall be based on a prioritization method discussed herein.

F. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Public Involvement and Coordination
3. Task Series 300 - Flow and Rainfall Data Analyses
4. Task Series 400 - Smoke Testing & Dyed Water Testing
5. Task Series 500 - Field Data Evaluations and Rehabilitation Recommendations
6. Task Series 600 - Develop Construction Contract Drawings and Limited Specifications
7. Task Series 700 - Work Tracking Application
8. Task Series 800 - GIS Update
9. Task Series 900 - Bid Phase Services

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

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. DESIGN PROFESSIONAL shall complete Task Series 200, 300, 400, 500 and 600 within 570 calendar days following the Notice To Proceed, provided the CITY's distribution of field information (system characterization, manhole inspection data and CCTV data) is provided

by the CITY to the DESIGN PROFESSIONAL no later than the date(s) stated in Section V, and Task Series 100, 700, 800, and 900 within 90 calendar days thereafter, provided timely commencement of the CITY's advertisement for bidding. If the above stated field information is not provided by the stated date, the project schedule will be extended based upon DESIGN PROFESSIONAL substantiating the impact of not receiving any information to the satisfaction of CITY. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.

- B. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) 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 a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 101 Project Management Services

DESIGN PROFESSIONAL shall provide project management 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; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Schedule shall be in Primavera (P6) or later version or Microsoft Project.

Task 102 Monthly Invoicing, Project Status Report, and Project Schedule

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by Task Series and shall be in general conformance with the invoice template provided by

CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

1. If schedule is produced in Primavera the layout shall include the following, in order.
 - a. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
 - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an Aconex workflow, on a monthly basis, one week prior to invoicing for approval. DESIGN PROFESSIONAL shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DESIGN PROFESSIONAL shall propose a recovery schedule and plan for approval.

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

Task 106 Work Plan

1. **Work Plan Format.** 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 includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - b. A summary of the project's Scope of Services.
 - c. Detailed cost-loaded schedule for performance of all work with a layout format as described in Task 102. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
 - d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Work Plan Submittals.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within twenty-one (21) calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within fourteen (14) calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit two (2) printed copies of the final Work Plan and a single electronic PDF file within fourteen (14) calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

Participate in up to fourteen (14) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION

Task 201 Smoke Testing Notification and Door Hangers

Prior to mobilizing for smoke testing activities, the DESIGN PROFESSIONAL shall distribute mailers to all affected properties owners. DESIGN PROFESSIONAL shall provide CITY with a project boundary and the CITY will provide mailing addresses from the customer service system.

Prior to beginning smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers per Task 401. DESIGN PROFESSIONAL will be given access to a web portal containing project communication materials.

Task 202 Communication with Property Owners

DESIGN PROFESSIONAL shall assist CITY with responding to inquiries from businesses and property owners throughout the duration of the smoke testing, dye testing, and design phase of the project. Document communications with property owners and promptly provide copies of said documentation to the CITY. The CITY shall respond to requests for information from public officials and the media.

Assist the CITY in identifying up to forty-six (46) property owners within the basin to directly communicate and coordinate field activities. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be substantially impacted by smoke testing work. The DESIGN PROFESSIONAL shall coordinate on-site meeting with an owner's representative, provide materials prepared as part of Task 201, coordinate schedule of field activities, including access to property to perform and monitor smoke and dyed water testing. If the estimate above is not adequate, the additional large property owners, over the estimate above, shall be added as Optional Services.

TASK SERIES 300 - FLOW AND RAINFALL DATA ANALYSES

Task 301 Review and Analyze Flow and Rainfall Monitoring Data

DESIGN PROFESSIONAL shall review the pre-rehabilitation flow and rainfall data provided by CITY (7-month and 3-month data) and perform analyses of the data in accordance with Section 5 of the November 2018, *Flow Metering and Data Analysis Protocol (FMDA)*. Analyses activities include, but are not limited to:

1. Analysis of flow and rainfall monitoring data (7-month and 3-month) of up to 8 flow meters installed in the Buckeye Creek Area;
2. Determination of Average Daily Dry Weather Flow (ADDF);
3. Determination of high groundwater infiltration;
4. Determination of rainfall derived inflow and infiltration (volume and peak rate, 2-year and 5-year events);

5. Determination of Peak System Flow Rates vs. System Capacity; and
6. Preparation of Volumetric and Statistical Analyses

Task 302 Submit Flow and Rainfall Monitoring Data Analysis Report

Submit the following for CITY review:

1. One (1) printed copy and one (1) PDF copy of the Draft Flow and Rainfall Monitoring Data Analysis Report for determination of I/I quantities for pre-rehabilitation conditions as described in Section 5 of the FMDA.
2. After receipt of comments from CITY, within twenty-one (21) days submit one (1) printed copy and one (1) PDF copy of the Final Flow and Rainfall Monitoring Data Report for determination of I/I quantities for pre-rehabilitation conditions that incorporates review comments and input from the CITY.

TASK SERIES 400 - SMOKE TESTING & DYED WATER TESTING

Task 401 Smoke Testing Notification

Daily notification of smoke testing to CITY specified dispatcher and City Police and Fire Departments. Distribute smoke testing door hangers to affected residents no later than 48 hours prior to smoke testing. Notification procedures shall be conducted in accordance with requirements found in the *Smoke Testing Protocol* dated October 2017.

Task 402 Smoke Testing

Following receipt of system characterization data from CITY, perform smoke testing on up to 270,000 linear feet of sewer pipe in the project area to identify I/I sources from both the public and private sector. Develop field maps using system data provided by CITY. Smoke testing shall be completed in accordance with requirements found in the WSD *Smoke Testing Protocol* dated October 2017. Suspect inflow sources shall not be submitted on inspection forms or in the database as "suspect". They must be investigated at the time they are initially found to confirm if the source exists. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on the approximate linear feet of pipe listed below on a per foot basis as listed in **Attachment D**.

Task 403 Dyed Water Testing

Dyed water testing of certain confirmed and suspected I/I sources identified by smoke testing shall be performed at up to twenty (20) public and twenty (20) private locations in each project area to verify their direct connection to the sewer system. Obtain approval and coordinate locations for dyed water testing with CITY. Presence of dyed water in the sewer system downstream of the test verifies the I/I source connection. Dyed water testing shall be completed in accordance with requirements found in the Water Services Department (WSD) *Dyed Water Testing Protocol* dated September 2013 to identify I/I sources from both the public and private sector. Suspect inflow sources shall not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are

initially found to confirm whether or not the source exists. Solutions on specifically what to fix or repair to remove these inflow sources shall be made by experienced personnel at the time of the field confirmation, not during office analysis. Repair solutions shall be reviewed and confirmed during design. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on CITY field forms. Payment for each dyed water test shall be based on a unit price basis for each test as listed in Attachment D.

Task 404 Dye Testing Defect Summary

Summarize I/I sources identified from dye testing. A running summary of identified I/I sources during the course of the project shall be provided for review at monthly progress meetings. Prepare and provide deliverables in accordance with the applicable *Protocol*.

TASK SERIES 500 - FIELD DATA EVALUATIONS AND REHABILITATION RECOMMENDATIONS

Task 501 Field Data Review

1. **Identify and List Defects.** Review CCTV inspection video and manhole inspection data provided by the CITY and smoke and dyed water testing results obtained by the DESIGN PROFESSIONAL. The reviews should identify defects in main sewers, manholes, and service lateral connections, as well as private defects identified by smoke and dyed water testing. Reference the applicable WSD *Protocols* for field data evaluation guidance and the WSD Guidance Documents for design guidance. Reference documents include:
 - a. *Manhole Inspection Protocol*, July 2014
 - b. *Smoke Testing Protocol*, October 2017
 - c. *CCTV Investigation Protocol*, July 2016
 - d. *Dyed Water Testing Protocol*, September 2013
 - e. *Flow Metering and Data Analysis Protocol*, November 2018
 - f. *I/I Quantification and Rehabilitation Selection Guidance Document (I/I Document)*, January 29, 2019 DRAFT

The approximate linear feet of sewer pipe and number of manholes for which CCTV and manhole inspection data reviews are to be performed for the project area is:

- a. Project Area: 270,000 linear feet of sanitary sewer pipe from 8-inches to 36-inches in diameter and 1,368 manholes.
2. **Assign NASSCO Quick Rating to Assets.** Modify the NASSCO Quick Rating (QR) score assigned to each sewer main segment during CCTV inspections. Include both structural and I/I defects that are assigned flow values in Table 1a of the *I/I Document* in the modified overall quick rating QR. Do not consider maintenance related defects that do not contribute to I/I per Table 1a in the modified QR score.
 3. **Assign I/I to Assets.** Assign I/I flow rates to each defect identified through manhole inspections and main sewer CCTV investigations. Smoke and dyed water testing data

shall be used to supplement the defects identified by manhole and CCTV inspections and to help determine the severity of defects. I/I flow rates shall be assigned per the *I/I Document*. Follow the guidelines in the document to calculate a Project Specific Adjustment Factor for each basin to be applied to the unit defect flow rates. Using the adjusted unit defect flow rates, calculate the I/I rate per asset.

4. **I/I Flow Balance**. An I/I flow balance shall be conducted by comparing identified I/I from source defects to actual basin flow monitoring results as determined under Task Series 300. I/I percentages for manholes and main sewers as compared to total basin I/I shall be calculated.
5. **Submittals**. The following information shall be submitted to the CITY a minimum of 14 days prior to the I/I Quantification Workshop to be performed under Task 502. The following information shall be provided per sub-basin. Example tables and graphs are included in the I/I Document and are referenced in parentheses below.
 - a. Master Defect Database (Figure 1) – Database to include line segments and manholes. Do not include costs for this submittal.
 - b. I/I Flow Rate versus Asset (Figure 2) – Provide separate graphs for line segments and manholes.
 - c. Main Sewer Segment QR Grade Classification Summary Table (Figure 4)
 - d. Manhole Condition Summary Table (Figure 5)
 - e. Monitored and Defect I/I Table (Figure 7)
 - f. Basin Characteristics

Task 502 I/I Quantification Workshop

DESIGN PROFESSIONAL shall arrange and facilitate a workshop, up to two (2) hours in length, with the CITY to present the results of the I/I assignments and flow balance. The CITY will review the information and provide any recommendations on the I/I quantification to the DESIGN PROFESSIONAL. Document comments received during the workshop and any action items. Prepare workshop meeting minutes and submit to CITY within seven (7) days of the workshop.

Task 503 Preliminary Assets Recommended for Repair

1. **Identify Assets for Repair Recommendations**. Identify for further review all sewer segments that have major defects (for example pipes with a QR of 4100 or greater). Identify sewer segments that fall within the effective area of the knee of the curve, which may include QR ratings below 4100, as identified at the I/I Quantification Workshop.

Identify manholes for further review if there is one or more component that receives a defect rating of “poor” or there is one or more component that receives an I/I rating of “medium” or “heavy”. Also identify manholes that fall within the effective area of the knee of the curve as identified at the I/I Quantification Workshop.
2. **Determine Repairs to Assets**. Develop recommended methods for rehabilitation of main sewer segments, manholes, and private lateral connections including:

- a. Point repairs for localized defects;
- b. Complete replacement of manholes and main sewer segments using open cut methods or pipe bursting;
- c. Cured-in-Place Lining;
- d. Cementitious Manhole Lining; and
- e. Alternate CITY approved rehabilitation methods.

Assign a method of repair to each main sewer segment and manhole being recommended for rehabilitation.

The connections for all private service laterals on main sewer segments identified for lining shall be identified for lateral lining for a minimum distance of 18-inches in the right-of-way or 5-feet in easements. Lateral rehabilitation shall address the need for repair of the lateral connection as identified during CCTV of the main sewer segment. Identify all service laterals for which reinstatement may not be needed based on CCTV inspection review and vacant lots per KCMO parcel viewer website and CITY's orthophoto data. Service laterals shall be identified by suspected service address based on left or right position recorded in CCTV. For service laterals at the crown, an assumption of direction will be made during this Task Series with addresses further investigated for assets included in final design

3. Assign Costs. Develop asset repair costs for main sewer segments, manholes, and service laterals. The cost of rehabilitation per main sewer segment shall include the cost for service lateral rehabilitation. Costs shall be determined using rehabilitation cost data provided by the CITY.
4. Diminishing Returns Analysis. Calculate the cost-effectiveness ratio to remove I/I by dividing the estimated rehabilitation cost per asset by the calculated I/I flow contributed per asset.

Provide an Excel spreadsheet with the assets sorted by cost-effectiveness with the most cost-effective assets (lowest cost per I/I removed) at the top. Include in the spreadsheet the asset I/I and asset cost as well as the cumulative I/I and cumulative cost.

Prepare a graph of the cumulative dollars per gallon per day (\$/gpd) versus the percent I/I removed. Identify the point of diminishing returns on the graph. Provide a comparison of recommended segments to be rehabilitated to those determined under Task 502.

5. Maps of Assets to Repair. Prepare two (2) maps. The first map shall include color coding of main sewer segments based on their modified QR. Color coding shall be based upon the highest defect grade (3, 4, or 5), but pipes with QR ratings of 0,1, or 2 do not need to be color coded. Label segments with pipe diameter, QR, and number of defects which contribute I/I. Color code any manhole based on a condition rating of "fair" or "poor". Rating shall be based on the worst condition rating identified per manhole.

The second map will be of all main sewer segments and manholes recommended for repair. Color code the assets based on the type of recommended repair. Label segments with pipe diameter, QR, and cost-effectiveness to repair (\$/gpd).

Task 504 Private I/I Source Identification

From smoke testing data, identify private inflow sources for possible disconnection from the sewer system. Log all defects found on each private property parcel identified by address. Private defect addresses shall also be associated with a public asset (i.e. list the public sewer main where the lateral is connected). Private property defects shall not be included in the accumulated defect flows calculated for the Public I/I evaluation. All private I/I logs shall be provided to the CITY. Include recommendations for disconnection of inlets, area drains, and other public direct inflow sources.

Task 505 Preliminary Design Workshop

DESIGN PROFESSIONAL shall arrange and facilitate a preliminary design workshop, up to two (2) hours in length, with the CITY to present assets to be repaired, rehabilitated, or replaced, estimated I/I removal amounts, and estimated costs. CITY construction budget will be discussed. The CITY will review the information and provide input on the assets to be included in the preliminary design documents. Document comments received during the workshop and any action items. Prepare workshop meeting minutes and submit to CITY within seven (7) calendar days of the workshop.

Task 506 Finalize Assets Recommended for Repair

DESIGN PROFESSIONAL shall finalize asset selection for repair based on comments received at the Preliminary Design Workshop. Include the following in the recommendations:

1. Work Orders and Basement Backup Data. Consider and incorporate CITY's list of historical and outstanding work orders and basement backup data into the rehabilitation recommendations.
2. Total System Approach. As a separate alternative, give consideration for lining or replacing manholes on both ends of a main sewer segment identified for rehabilitation or replacement. Give consideration for rehabilitation or replacement of a main sewer segment not recommended for rehabilitation but that is located between segments receiving rehabilitation or replacement if it is cost effective.

Task 507 Preliminary Opinion of Probable Construction Cost

The DESIGN PROFESSIONAL prepare a preliminary opinion of probable construction cost for assets recommended for rehabilitation or replacement. Costs shall be determined using rehabilitation cost data provided by the CITY. This estimate shall be a Class 3 estimate consistent with AACE standards. The expected accuracy on the low end shall be -10 to -20 percent and the expected accuracy on the high end shall be from +10 to +30 percent.

Task 508 Draft Preliminary Design Report

Prepare a draft report of the findings from the field data review, I/I quantification, and preliminary recommendations for system rehabilitation for the project area as described in Tasks 501 to 507. The draft report shall include at a minimum the following sections:

1. Executive Summary
2. Introduction
3. Summary of Existing System Field Investigations
4. I/I Quantification
5. Preliminary Rehabilitation Analysis
6. Recommended Improvements
7. Estimated I/I Removal
8. Private Sector I/I
9. Preliminary Opinion of Probable Construction Cost
10. Conclusions/Recommendations

Prepare draft of main sewer and manhole rehabilitation schedules in MS Excel format and submit as appendices to the Draft Preliminary Design Report.

Provide updated rehabilitation maps for submittal with the Draft Preliminary Design Report. The map shall include all main sewer segments and manholes recommended for repair. Color code the assets based on the type of recommended repair. Label segments with pipe diameter, QR, and cost-effectiveness to repair (\$/gpd).

Submit to the CITY two (2) printed copies and one (1) PDF file of the Draft Preliminary Design Report.

Task 509 Final Preliminary Design Report

Incorporate draft review comments into the Final Preliminary Design Report. Submit to the CITY two (2) printed and bound copies and one (1) PDF file of the Final Preliminary Design Report within thirty (30) days of receiving review comments from the CITY.

TASK SERIES 600 - DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND LIMITED SPECIFICATIONS

Task 601 Develop 60% Construction Contract Documents

After submittal of the final design report and approval of recommended rehabilitation measures, prepare 60% design schedules and drawings for review by CITY. The 60% design level schedules and drawings shall include a draft of the final rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the CITY right-of-way or permanent sanitary sewer easement.

Maps for rehabilitation shall be generated from the CITY's GIS data. Maps shall include CITY's orthophoto data, all manhole numbers, and shall highlight manholes and mainlines to be rehabilitated. Location of service laterals shall be tabulated on the maps.

Prepare an updated opinion of probable construction cost based on the 60% Design Plans developed and any comments received from the CITY of its review of the Preliminary Opinion of Probable Cost submitted. The 60% cost opinion shall be determined using rehabilitation cost data provided by the CITY and shall be Class 2 consistent with AACE standards. The expected accuracy on the low end shall be -5 to -15 percent and the expected accuracy on the high end shall be from +5 to +20 percent.

The DESIGN PROFESSIONAL's services shall be based on the following understandings:

1. All of the sewer lines are located within existing permanent easements.
2. Construction Contractors shall have right of ingress and egress during construction and assume no temporary construction easements will be required.
3. Lateral line rehabilitation and repair performed in the right-of-way, if any, may be from the sewer main to sound pipe or to the approximate right-of-way line for open cut reinstatements, as determined by the City. Right-of-way line shall be located based upon the City's GIS data and shall not be surveyed in the field.
4. Lateral line rehabilitation and repair performed in mainline sewer easements, if any, may consist of rehabilitation or repair of the mainline lateral connection and rehabilitation or repair of a portion of the lateral to the easement line, as determined by the City. Easement limits shall be established utilizing the City's GIS data, sewer records, and plats. Survey for identifying easement limits is not included in the basic scope of services and will be performed as an Optional Services, if required.

Task 602 Submit 60% Construction Contract Documents

Submit two (2) hard copies and a PDF of 60% design documents for review by CITY. Conduct a two-hour review meeting with the CITY to discuss review comments and changes to the 60% design documents. Incorporate review comments into the 90% Construction Contract Documents as necessary.

Task 603 Plan in Hand Walk Through

Within thirty (30) days of completing the 60% Construction Contract Documents DESIGN PROFESSIONAL and CITY shall perform a one (1) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions and specifications for the CITY to review. Submit two (2) hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

Task 604 Develop 90% Construction Contract Documents

The 90% design submittal is intended to be a complete, bid-ready set of construction documents. The purpose of the 90% design submittal is to provide the CITY and Smart Sewer Team the opportunity to review the plans, specifications, and appurtenant material prior to bidding the project for construction. DESIGN PROFESSIONAL shall prepare and submit 90% design

contract documents for review by CITY. The 90% documents shall include the final plans, rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easements. Incorporate review comments from CITY's review of the 60% design documents. CITY staff shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents and Divisions 1 through 16 (CSI format). The DESIGN PROFESSIONAL shall prepare and submit 90% specifications Sec. 00412 – Adjustment Unit Prices, Sec. 01015 – Specific Project Requirements and Sec. 01270 – Measurement and Payment for review by CITY.

Task 605 Submit Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 90% Design Plans developed and any comments received from the CITY of its review of the 60% Opinion of Probable Cost submitted. The 90% cost opinion shall be determined using rehabilitation cost data provided by the CITY and shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent

Task 606 Submit 90% Construction Contract Documents

Submit the following for City review:

1. One (1) printed and bound sets of 90% plans, maps, and schedules.
2. One (1) printed and bound sets of 90% technical specifications listed in Task 604.
3. One (1) printed and bound sets of the 90% Opinion of Probable Cost.
4. PDF files of plans, specifications, and 90% Opinion of Probable Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a two-hour review meeting with the CITY to discuss any comments or final changes to the 90% design documents. DESIGN PROFESSIONAL shall incorporate review comments into the final Construction Contract Documents as necessary.

Task 607 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings, maps, schedules, and DESIGN PROFESSIONAL specifications listed in Task 604.

Prior to submittal of the signed and sealed Construction Contract Documents, the DESIGN PROFESSIONAL shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

Task 608 Opinion of Probable Construction Cost

Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents, any comments received from the CITY on the 90% design submittal, and rehabilitation cost provided by the CITY.

Task 609 Deliverables

Submit the following final deliverables:

1. Construction Contract Drawings: 1 copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: 1 copy; Per Attachment B and AutoCAD (.dwg) files.
3. Electronic Contract required Specifications listed in Task 604: 1 copy; all copies – PDF and WORD.
4. Final Opinion of Probable Cost.

TASK SERIES 700 - WORK TRACKING APPLICATION

Task 701 Work Tracking Application

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets for Phase 1 Buckeye Creek Area into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY and utilize the bulk upload method.

TASK SERIES 800 - GIS UPDATE

Task 801 GIS Update

The DESIGN PROFESSIONAL is to prepare and provide an updated ArcGIS 10.x geodatabase that follows the geodatabase schema provided by the CITY. DESIGN PROFESSIONAL is to update the GIS database based on construction as-built documents by the DESIGN PROFESSIONAL following the evaluation of CCTV, manhole inspection data, smoke testing, and dyed water testing. Any updates to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL.

Manhole inspections and CCTV inspections provided by the CITY in the first deliverable will not contain all manholes and sewers in the project area. Throughout the course of design and CCTV, the CITY will continue to locate, open and access manholes and sewers and complete manhole inspections. Manholes that could not be located, opened, or accessed and sewers that could not be accessed for the first deliverable will be provided by the CITY in a second deliverable. Upon DESIGN PROFESSIONAL's receipt of the second deliverable of manhole inspections and CCTV; DESIGN PROFESSIONAL shall incorporate the system characterization attributes associated with these inspections into the GIS update prior to submitting to the CITY.

DESIGN PROFESSIONAL shall assume an additional 10-15% of the total manholes and 5-10% of the total sewers will be delivered in a second inspection package.

The DESIGN PROFESSIONAL will follow the August 2019 GIS Update Protocol that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. In addition to the required attribute fields being populated, DESIGN PROFESSIONAL is to ensure pipe to structure connectivity is maintained.

If the DESIGN PROFESSIONAL recommends removing or deleting a GIS feature, that feature must be added to a deleted feature class and provided to the CITY with a description of why the feature was deleted.

TASK SERIES 900 - BID PHASE SERVICES

Task 901 Pre-Bid Conference

DESIGN PROFESSIONAL shall prepare and present a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately thirty (30) days.

1. In coordination with CITY Project Manager, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. DESIGN PROFESSIONAL to prepare agenda and facilitate the meeting with assistance from CITY.

Task 902 Submit Engineer's Opinion of Probable Construction Cost

Update the Final Class 1 cost opinion submitted under Task 608 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 903 Bid Assistance and Evaluation

1. Assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify Contract Documents. CITY will post the addenda.
2. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.
3. Make written recommendation regarding the award of construction contract.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above shall be classified as Optional Services. DESIGN PROFESSIONAL's

contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

- A. Analysis of additional flow meters and rainfall gauges for the flow monitoring periods other than those identified in the Basic Scope of Services.
- B. Sewer hydraulic modelling activities other than those described in Section 5.10 of the Flow Metering and Data Analysis Protocol November 2018.
- C. Performance of additional smoke testing in excess of footage quantity defined in the Basic Scope of Services.
- D. Performance of additional dyed water testing in excess of the quantity defined in the Basic Scope of Services.
- E. Survey for identifying easement limits and assisting CITY with appraisal and/or acquisition of easements.
- F. Conducting topographic survey or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements or open-cut replacement of sewers, if required.
- G. Preparation of plan and profile construction drawings for open-cut replacement of sewers.
- H. Utility coordination associated with open-cut replacement of sewers.
- I. Assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, if required.
- J. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- K. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- L. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- M. Assistance with bid protests and re-bidding.
- N. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;

3. Method of financing or availability of funding;
4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
5. A change to the number of bid packages, which is assumed herein to be one package.

V. CITY'S RESPONSIBILITIES

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

- A. Provide available information pertinent to the assignment, including all available GIS data including utilities, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. CCTV data shall be delivered within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- C. Manhole inspection data shall be delivered to DESIGN PROFESSIONAL on or before April 30, 2020.
- D. Flow metering data shall be delivered to DESIGN PROFESSIONAL for two (2) flow metering seasons as follows:
 - a. April through October 2019 (7-month) Flow Data – by January 31, 2020
 - b. April through June 2020 (3-month) Flow Data – by August 30, 2020
- E. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- F. Bidding Services. CITY will provide the following bidding phase services:
 1. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.

(End of Scope of Services)

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.

ATTACHMENT C
ENGINEERING FEE SUMMARY AND SCHEDULE OF POSITION
CLASSIFICATIONS

ATTACHMENT C

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Principal (I-V)	\$70.00 - \$100.00
Sr. Group Leader (I-IV)	\$60.00 - \$88.00
Group Leader (I-IV)	\$45.00 - \$80.00
Sr. Project Manager (I-VI)	\$45.00 - \$75.00
Project Manager (I-III)	\$38.00 - \$50.00
Sr. Project Engineer (I-VI)	\$35.00 - \$65.00
Project Engineer (I-V)	\$25.00 - \$45.00
Engr. Intern (I-V)	\$15.00 - \$30.00
Landscape Architect (I-IV)	\$20.00 - \$38.00
Sr. Landscape Architect (I-VII)	\$30.00 - \$68.00
Hydrogeologist (I-V)	\$25.00 - \$45.00
GIS Specialist (I-III)	\$20.00 - \$35.00
Sr. GIS Specialist (I-III)	\$27.00 - \$45.00
GIS Manager	\$40.00 - \$55.00
3D Application Specialist (I-III)	\$25.00 - \$48.00
Sr. 3D Application Specialist (I-III)	\$40.00 - \$58.00
CAD Manager	\$40.00 - \$60.00
Sr. Project Designer (I-IV)	\$30.00 - \$55.00
Project Designer (I-V)	\$20.00 - \$38.00
Sr. Engineer Tech (I-IV)	\$25.00 - \$38.00
Engineer Tech. (I-IV)	\$18.00 - \$30.00
Admin. Intern	\$10.00 - \$15.00
Admin. Assistant (I-III)	\$15.00 - \$25.00
Sr. Admin. Assistant (I-III)	\$19.00 - \$30.00
Offices Services Manager	\$35.00 - \$48.00
Survey Office/CAD Technician	\$20.00 - \$35.00
Land Surveyor (I-III)	\$30.00 - \$45.00
Sr. Land Surveyor (I-III)	\$40.00 - \$50.00
Surveyor Project Manager (I-III)	\$25.00 - \$40.00
Sr. Surveyor Project Manager (I-III)	\$40.00 - \$60.00
Party Chief (I-III)	\$25.00 - \$38.00
Survey Field Technician (I-III)	\$18.00 - \$28.00
Pilot	\$28.00 - \$40.00
Observer (I-V)	\$15.00 - \$40.00
Survey Crew	\$52.00 - \$75.00

ATTACHMENT C

Kansas City Water Services Department
 Contract No. 1508 Project No. 81000833
 I/I Reduction: North of the River
 DESIGN PROFESSIONAL SERVICES FEES

FEE SUMMARY	TASK SERIES % of total Base Fee	TOTAL PROJECT = LAMP RYNEARSON LABOR + TOTAL EXPENSES FEE	LAMP RYNEARSON LABOR (PRIME)	EXPENSES (Subcontractor Costs and Prime Contractor Reimbursable Expenses)					
				Lamp Ryneerson Expenses	TREKK TOTAL (WBE)	EAE TOTAL (WBE)	T&B TOTAL (MBE)	DuBois TOTAL (MBE)	TOTAL EXPENSES
<i>Task Series 100 - Project Management & Administration</i>	13.9%	\$ 121,426	\$ 115,544	\$ 400	\$ -	\$ -	\$ 2,741	\$ 2,741	\$ 5,883
<i>Task Series 200 - Public Involvement & Coordination</i>	2.2%	\$ 18,877	\$ 4,896		\$ 13,981	\$ -	\$ -	\$ -	\$ 13,981
<i>Task Series 300 - Flow and Rainfall Data Analysis</i>	4.9%	\$ 43,031	\$ 30,819		\$ -	\$ 12,211.66	\$ -	\$ -	\$ 12,212
<i>Task Series 400 - Smoke Testing & Dyed Water Testing</i>	21.2%	\$ 184,800	\$ -		\$ 184,800	\$ -	\$ -	\$ -	\$ 184,800
<i>Task Series 500 - Field Data Evaluations and Rehabilitation Recommendations</i>	29.5%	\$ 257,502	\$ 139,883	\$ 100	\$ -	\$ -	\$ 58,760	\$ 58,760	\$ 117,620
<i>Task Series 600 - Develop Construction Contract Drawings and Limited Specifications</i>	23.8%	\$ 207,570	\$ 199,070	\$ 500	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 8,500
<i>Task Series 700 - Work Tracking Application</i>	0.4%	\$ 3,649	\$ 3,649		\$ -	\$ -	\$ -	\$ -	\$ -
<i>Task Series 800 - GIS</i>	1.2%	\$ 10,149	\$ 10,149		\$ -	\$ -	\$ -	\$ -	\$ -
<i>Task Series 900 - Bid Phase Services</i>	2.9%	\$ 25,339	\$ 25,339		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BASE FEE	100.0%	\$ 872,344	\$ 529,349	\$ 1,000	\$ 198,781	\$ 12,212	\$ 65,501	\$ 65,501	\$ 342,995
OPTIONAL SERVICES		\$ 77,656					\$ 131,002	15.0%	
TOTAL CONTRACT VALUE AUTHORIZED		\$ 950,000					\$ 210,993	24.2%	
							\$ 341,995		

ATTACHMENT C: KANSAS CITY WATER SERVICES DEPARTMENT
Contract No. 1508 Project No. 81000833
I/I Reduction: North of the River
DESIGN PROFESSIONAL SERVICES FEES

Task	Principal	Group Leader / Project Manager	Assistant Project Manager	Project Engineer	Project Engineer	Eng. Technician III	Senior Project Designer	Office Services Manager	Admin	Total	Total Base Labor	Lamp Rynearson Expenses
	Raw Labor Rates \$	81.69 \$	70.19 \$	46.02 \$	37.44 \$	30.01 \$	36.75 \$	34.93 \$	43.26 \$	26.78	Hours	
Task Series 100 - Project Management & Administration		44	238	276	0	128	0	22	8	716	\$ 38,008	\$ 400
101 Project Management Services		22	88							110	\$ 7,974	
102 Monthly Invoicing, Project Status Report, and Report Schedule			44	110				22		176	\$ 9,102	
103 Subconsultant Agreements and Administration			44	88					8	140	\$ 7,352	
104 Quality Control		22	22							44	\$ 3,341	
105 Project Kickoff Meeting			2	6		6				14	\$ 597	
106 Work Plan			3	16		24				43	\$ 1,667	
107 Monthly Progress Meetings (14x)			35	56		98				189	\$ 7,975	
Task Series 200 - Public Involvement & Coordination		0	0	35	0	0	0	0	0	35	\$ 1,611	
201 Smoke Testing Notification and Door Hangers										0	\$ -	
202 Communication with Property Owners				35						35	\$ 1,611	
Task Series 300 - Flow and Rainfall Data Analysis		0	22	46	88	98	0	0	9	263	\$ 10,138	
301 Review and Analyze Flow and Rainfall Monitoring Data			16	24	64	64				168	\$ 6,544	
302.1 Submit Draft Flow and Rainfall Monitoring Data Analysis Report			4	16	24	24			5	73	\$ 2,770	
302.2 Submit Final Flow and Rainfall Monitoring Data Analysis Report			2	6		10			4	22	\$ 824	
Task Series 400 - Smoke Testing & Dyed Water Testing		0	0	0	0	0	0	0	0	0	\$ -	
401 Smoke Testing Notification										0	\$ -	
402 Smoke Testing										0	\$ -	
403 Dyed Water Testing										0	\$ -	
404 Dye Testing Defect Summary										0	\$ -	
Task Series 500 - Field Data Evaluations and Rehabilitation Recommendations		0	119	258	355	395	0	0	24	1151	\$ 46,014	\$ 100
501 Field Data Review (Manholes, Smoke & Dyed Testing)			60	80						140	\$ 7,893	
501 Field Data Review (CCTV tasks, Assign I/I, I/I Flow Balance, Submittals)					130	130				260	\$ 8,769	
502 I/I Quantification Workshop			2	4	16	16				38	\$ 1,404	
503 Preliminary Assets Recommended for Repair			4	40	80	80				204	\$ 7,518	
504 Private I/I Source Identification			2	12	10	30				54	\$ 1,967	
505 Preliminary Design Workshop			15	30	20	20				85	\$ 3,782	
506 Finalize Assets Recommended for Repair			4	30	35	35				104	\$ 4,022	
507 Preliminary Opinion of Probable Construction Cost			2	2	4	4				12	\$ 502	
508 Draft Preliminary Design Report			20	35	40	60			16	171	\$ 6,741	
509 Final Preliminary Design Report			10	25	20	20			8	83	\$ 3,416	
Task Series 600 - Develop Construction Contract Drawings and Limited Specifications		0	154	274	310	370	270	270	0	1648	\$ 65,483	\$ 500
601 Develop 60% Construction Contract Documents			40	120	160	160	160	160		800	\$ 30,591	
602 Submit 60% Construction Contract Documents with 2 hr review meeting & budget			4	8	0					12	\$ 649	
603 Plan in Hand Walk Through including submittal preparation to City			8	8		20				36	\$ 1,530	
604 Develop 90% Construction Contract Documents			24	40	80	80	80	80		384	\$ 14,656	
605 Submit Opinion of Probable Cost			2	4						6	\$ 324	
606 Submit 90% Construction Contract Documents with Engineer specification preparation			16	24		40				80	\$ 3,428	
607 Final Construction Contract Documents			20	30	30	30	10	10		130	\$ 5,525	
608 Opinion of Probable Construction Cost			20	20	20	20	10	10		100	\$ 4,390	
609 Deliverables			20	20	20	20	10	10		100	\$ 4,390	
Task Series 700 - Work Tracking Application						40				40	\$ 1,200	
700 Work Tracking Application						40				40	\$ 1,200	
Task Series 800 - GIS		0	0	40	40	0	0	0	0	80	\$ 3,338	
801 GIS Update				40	40					80	\$ 3,338	
Task Series 900 - Bid Phase Services		0	62	37	0	76	0	0	0	175	\$ 8,335	
901 Pre-Bid Conference			21	21		40				82	\$ 3,641	
902 Submit Engineer's Opinion of Probable Construction Cost			3	6						9	\$ 487	
903 Bid Assistance and Evaluation			38	10		36				84	\$ 4,208	
Total Hours		44	595	966	793	1107	270	270	22	41	4108	
Total Fee Unloaded \$		3,594	41,763	44,453	29,691	33,223	9,923	9,432	952	1,098	\$ 174,128	\$ 1,000
Total Fee Loaded (x 3.04)		10,927	126,958	135,138	90,261	100,998	30,164	28,673	2,893	3,337	\$ 529,349	\$ 530,949
		1.07%	14.48%	23.52%	19.30%	26.95%	6.57%	6.57%	0.54%	1.00%	100.00%	

ATTACHMENT C

Task	TREKK	EAE	T&B	DuBols	Total Task Series Budget	TASK % of BUDGET
Raw Labor Rates						
Task Series 100 - Project Management & Administration	\$ -	\$ -	\$ 2,741	\$ 2,741	\$ 121,426	13.94%
101 Project Management Services			\$ 2,741	\$ 2,741		
102 Monthly Invoicing, Project Status Report and Report Schedule						
103 Subconsultant Agreements and Administration						
104 Quality Control						
105 Project Kickoff Meeting			\$ -			
106 Work Plan						
107 Monthly Progress Meetings (14x)						
Task Series 200 - Public Involvement & Coordination	\$ 13,981	\$ -	\$ -	\$ -	\$ 18,877	2.17%
201 Smoke Testing Notification and Door Hangers	\$ 8,395					
202 Communication with Property Owners	\$ 5,586					
Task Series 300 - Flow and Rainfall Data Analysis	\$ -	\$ 12,212	\$ -	\$ -	\$ 43,031	4.94%
301 Review and Analyze Flow and Rainfall Monitoring Data		\$ 10,071				
302.1 Submit Draft Flow and Rainfall Monitoring Data Analysis Report		\$ 2,140				
302.2 Submit Final Flow and Rainfall Monitoring Data Analysis Report						
Task Series 400 - Smoke Testing & Dyed Water Testing	\$ 184,800	\$ -	\$ -	\$ -	\$ 184,800	21.21%
401 Smoke Testing Notification	\$ -					
402 Smoke Testing	\$ 159,300					
403 Dyed Water Testing	\$ 25,500					
404 Dye Testing Defect Summary	\$ -					
Task Series 500 - Field Data Evaluations and Rehabilitation Recommendations	\$ -	\$ -	\$ 58,760	\$ 58,760	\$ 257,502	29.55%
501 Field Data Review (Manhole, Smoke & Dyed Testing)			\$ 58,760	\$ 58,760		
501 Field Data Review (CCTV tasks, Assign I/I, I/I Flow Balance, Submittals)						
502 I/I Quantification Workshop						
503 Preliminary Assets Recommended for Repair						
504 Private I/I Source Identification						
505 Preliminary Design Workshop						
506 Finalize Assets Recommended for Repair						
507 Preliminary Opinion of Probable Construction Cost						
508 Draft Preliminary Design Report						
509 Final Preliminary Design Report						
Task Series 600 - Develop Construction Contract Drawings and Limited Specifications	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 207,570	23.82%
601 Develop 60% Construction Contract Documents			\$ 4,000	\$ 4,000		
602 Submit 60% Construction Contract Documents with 2 hr review meeting & budget						
603 Plan in Hand Walk Through including submittal preparation to City			\$ -			
604 Develop 90% Construction Contract Documents			\$ -			
605 Submit Opinion of Probable Cost						
606 Submit 90% Construction Contract Documents with Engineer specification preparation						
607 Final Construction Contract Documents						
608 Opinion of Probable Construction Cost						
609 Deliverables						
Task Series 700 - Work Tracking Application					\$ 3,649	0.42%
700 Work Tracking Application						
Task Series 800 - GIS	\$ -	\$ -	\$ -	\$ -	\$ 10,149	1.16%
801 GIS Update						
Task Series 900 - Bid Phase Services	\$ -	\$ -	\$ -	\$ -	\$ 25,339	2.91%
901 Pre-Bid Conference						
902 Submit Engineer's Opinion of Probable Construction Cost						
903 Bid Assistance and Evaluation						
Total Fee Loaded (x 3.04)	\$ 198,781	\$ 12,212	\$ 65,501	\$ 65,501	\$ 872,344	
Total Fee Unloaded	22.81%	1.40%	7.52%	7.52%		

ATTACHMENT C: TREKK DESIGN GROUP FEE BUILDUP

Contract No. 1508 Project No. 81000833

I/I Reduction: North of the River



Project Cost - Lamp Rynearson - I/I Reduction: North of the River, Buckeye Area

Below is a cost breakdown, with unit pricing.

WORK TASK DESCRIPTION	Unit Costs				Hourly + Expenses				Total Costs	
	Units	Quant	Rate	Subtotal	TREKK			Total Hour		
					PM \$175	OT \$100	FT \$82			
Task 200 Public Involvement and Coordination										
Task 201 Smoke Testing Door Hangers	Letters	4,300	\$ 1.25	\$ 5,375.00	2	4		6	\$ 750	\$ 6,125
Task 202 Communication with Property Owners (46 properties)	Door Hangers	4,300	\$ 0.40	\$ 1,720.00	2	2		4	\$ 550	\$ 2,270
				\$ -	8	23		54	\$ 5,586	\$ 5,586
				\$ -				0	\$ -	\$ -
Task 400 Smoke Testing and Dyed Water Testing										
Task 401 Smoke Testing Notification (included in Task 202)				\$ -				0	\$ -	\$ -
Task 402 Smoke Testing (separated sewer)	LF	270,000	\$ 0.59	\$159,300.00				0	\$ -	\$ 159,300
Task 403 Basic Private Source Dyed-Water Test	EA	20	\$260.00	\$ 5,200.00				0	\$ -	\$ 5,200
Public Source Dyed-Water Test	EA	20	\$415.00	\$ 8,300.00				0	\$ -	\$ 8,300
CCTV Hourly Charge w/ Dyed-Water Test Crew (if needed)	HR	40	\$300.00	\$ 12,000.00				0	\$ -	\$ 12,000
Task 404 Dyed Water Defect Summary (included in task 202/203)				\$ -				0	\$ -	\$ -
Project Total										\$ 198,781

I/I Reduction: North of the River

ATTACHMENT C: Taliaferro & Browne FEE BUILDUP

Contract No. 1508 Project No. 81000833

I/I Reduction: North of the River

TASK	Principal Project Engineer						Engineer	Total Hours	Fee Unloaded
	Manager	SE	SE	SE	SE	SE			
TASK SERIES 100 - PROJECT MANAGEMENT & ADMINISTRATION									
Task 101 - General Project Management Services	4	12	0	0	0	0	16	\$901.76	
Task 105 - Subconsultant Kickoff Meeting (1 team meeting only)	4	12					16	\$901.76	
Task 107 - Monthly Progress Meetings (Up to 6 project team meetings)							0	\$0.00	
							0	\$0.00	
TASK SERIES 500 - FIELD DATA EVALUATIONS AND REHABILITATION RECOMMENDATIONS									
Task 501 - Field Data Review (135,000 LF CCTV; 685 MH's; Smoke and Dye)	0	14	222	222	225.551	0	684	\$18,328.95	
Team Kick off meeting and up to 6 project team meetings		8	160	160	160		488	\$13,763.84	
Task 502 - I/I Quantification Workshop (not included)		2	2	2	5.55114			\$353.19	
Task 503 - Preliminary Assets Recommended for Repair		4	60	60	60		184	N/A	
Task 505 - Preliminary Design Workshop (not included)								N/A	
Task 506 - Finalize Assets Recommended for Repair (excludes diminishing returns analysis)								\$0.00	
Task 507 - Preliminary Opinion of Probable Construction Cost								\$0.00	
Task 508 - Draft Preliminary Design Report (not included)								N/A	
Task 509 - Final Preliminary Design Report (not included)								N/A	
TASK SERIES 600 - DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND LIMITED SPECIFICATION FOR SEWER SYSTEM REHABILITATION									
Task 601 - Assist Engineer with development of 60% Design Documents	2	10	10	12	0	0	34	\$1,315.79	
Task 603 - Attend 60% Review Meeting with KCMO	2	10	10	12				\$1,315.79	
Task 604 - Assist Engineer with development of 90% Construction Contract Documents								\$0.00	
TOTAL HOURS									
DIRECT HOURLY RATE	6	36	232	234	226	0	734	\$21,546.50	
	\$74.00	\$50.48	\$31.00	\$28.50	\$24.00	\$32.50			
							Total Labor (Unloaded)	\$21,546.50	
							Multiplier	3.04	
							Total Labor (Loaded)	\$65,501	

I/I Reduction: North of the River

ATTACHMENT C: EAE FEE BUILDUP											
Contract No. 1508 Project No. 81000833											
I/I Reduction: North of the River											
TASK	Principal Engineer						Tech		Engineer		Fee
	IV	III	Admin	Tech	Engineer	Total	Hours	Unloaded	Hours	Unloaded	Fee
Task Series 300 - Flow and Rainfall Data Analysis	0	30	49.93567	8	0	88					\$4,017.11
Task 301 - Review and Analyze Flow and Rainfall Monitoring Data		24	41.9	4		70					\$3,231.11
Task 302 - Submit Draft Flow and Rainfall Monitoring Data Analysis Report		6	8	4							\$786.00
TOTAL HOURS	0	30	50	8	0	88					\$4,017.11
DIRECT HOURLY RATE	\$74.00	\$51.00	\$45.00	\$30.00	\$32.50						
Total Labor (Unloaded) \$ 4,017.11											
Total Labor (Loaded) \$ 12,212.00											
Multplier 3.04											

I/I Reduction: North of the River

ATTACHMENT C: DuBois FEE BUILDUP						
Contract No. 1508 Project No. 81000833						
I/I Reduction: North of the River						
TASK	Project Manager		Engineer		Total	Fee
	Manager	PE	PE	EIT	Hours	Unloaded
TASK SERIES 100 - PROJECT MANAGEMENT & ADMINISTRATION						
Task 101 - General Project Management Services	17.3	0	0	0	17	\$901.64
	17.3				17	\$901.64
TASK SERIES 500 - FIELD DATA EVALUATIONS AND REHABILITATION RECOMMENDATIONS						
Task 501 - Field Data Review (135,000 LF CCTV; 685 MH's; Smoke and Dye)	14	242	366		622	\$19,328.95
Team Kick off meeting	8	180	304		492	\$15,172.95
Task 503 - Preliminary Assets Recommended for Repair	2	2	2			\$228.00
	4	60	60		124	\$3,928.00
TASK SERIES 600 - DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND LIMITED SPECIFICATION FOR SEWER SYSTEM REHABILITATION						
Task 601 - Assist Engineer with development of 60% Design Documents	10	10	16		36	\$1,315.79
	10	10	16			\$1,315.79
TOTAL HOURS	41	252	382		675	\$21,546.38
DIRECT HOURLY RATE	\$52.00	\$33.00	\$29.00			
					Total Labor (Unloaded)	\$ 21,546.38
					Multiplier	3.04
					Total Labor (Loaded)	\$ 65,501.00

ATTACHMENT D
UNIT PRICES

ATTACHMENT D

UNIT COSTS

Item	Rate
Car, Survey Truck, or Van Mileage (per mile) (Note rate is adjusted annually by GSA)	\$0.580
PRINTING AND EXHIBITS	
Black and White Copies Letter (each)	\$0.15
Black and White Copies 11 x17 (each)	\$0.20
Black and White Copies 12 x18 (half size) (each)	\$0.50
Color Copies Letter (each)	\$0.50
Color Copies 11x17 (each)	\$1.25
Color Copies 12 x18 (half size) (each)	\$1.50
Plots Color Bond (per square foot)	\$2.50
Plots Color Photo Paper (per square foot)	\$6.00
Plots Black and White Bond (per square foot)	\$0.15
Foamboard white (24x36 or 32x40, each)	\$6.80
Foamboard black (24x36 or 32x40, each)	\$8.40
Foamboard white (larger than previous size, such as 40x60)	\$12.00
Outside Printing, Postage, and Delivery	At Cost
Filing or permit fees, or similar outside costs	At Cost
SPECIAL EQUIPMENT (exclusive of operator)	
4x4 ATV	\$30/Hour
Sonar	\$130/Hour
Drone	\$350/Day
Handheld Scanner	\$280/Hour
Terrestrial Scanner	\$180/Hour
SURVEY CREW	\$52.00 - \$80.00/Hour
TITLE WORK (O&E's)	\$300/Each
Smoke Testing (separated sewer rate)	
Smoke Testing (separated sewer rate)	\$0.59 per Linear Foot
Basic Private Source Dyed-water Test	\$260 Each
Public Source Dyed-water Test	\$415 Each
CCTV for Dyed Water Test Crew Support, if needed	\$300 Per Hour
Smoke Testing Public Notification Letters, printed/mailed	At Cost
Door Hangers	At Cost

ATTACHMENT E

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 F
HRD DOCUMENTS

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

Telephone No. 913-599-4326
 I.R.S. No. 43-1806626

c. Name of M/WBE Firm DuBois Consultants, Inc. (DuBois)
 Address 5737 Swope Parkway, Kansas City, MO 64130
 Telephone No. 816-333-7700
 I.R.S. No. 43-1494206

d. Name of M/WBE Firm Taliaferro & Browne, Inc. (T&B)
 Address 1020 East 8th Street, Kansas City, MO 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-1758891

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

f. 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:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>T&B</u>	<u>Field Data Eval & Cont Doc</u>	<u>\$71,250</u>	<u>7.5%</u>	<u>7.5%</u>
<u>DuBois</u>	<u>Field Data Eval & Cont Doc</u>	<u>\$71,250</u>	<u>7.5%</u>	<u>7.5%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ 142,500 15 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK	Smoke & Dyed Testing	\$90,250	9.5%	9.5%
EAE	Flow & Rainfall Analysis	\$ 4,750	0.5%	0.5%
TOTAL WBE \$ / TOTAL WBE %:		\$ 95,000	10 %	

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

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

- 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
- 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.

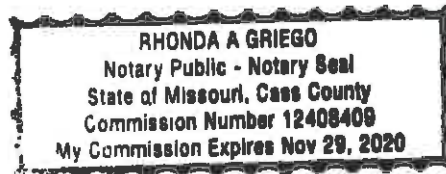
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the 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: Laura J. Gray, P.E.
Address: 9001 State Line Road
Ste. 200
Phone Number: 816-361-0440
Facsimile number: 816-361-0445
E-mail Address: Laura.Gray@LampRynearson.com

By: *Laura J. Gray*
Title: Wastewater Group Leader
Date: October 3, 2019
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 3rd day of October, 2020

My Commission Expires: 11/29/2020 *Rhonda A Griego*
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Laura J. Gray, acting in my capacity as Wastewater Group Leader
(Name) *(Position with Firm)*
of Lamp Rynearson, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

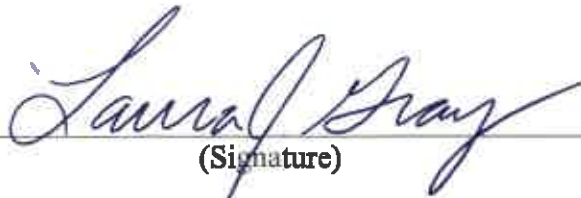
ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT
(Check one only)

15 days _____ 75 days _____ 135 days _____
30 days _____ 90 days _____ 150 days _____
45 days _____ 105 days _____ 165 days _____
60 days _____ 120 days _____ 180 days _____
Other 660 days (Specify)

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 85% % Middle 1/3 13% % Final 1/3 2% %

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

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


(Signature)

Wastewater Group Leader
(Position with Firm)

October 3, 2019
(Date)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 81000833/1508

Project Title: Inflow and Infiltration (I/I) Reduction: North of the River

STATE OF _____)
)SS
COUNTY OF _____)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____

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

3. (✓) _____ Prevailing wage does not apply; or

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

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- _____ Met or exceeded the Contract utilization goals; or
- _____ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- _____ No goals applied to this Project.

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, before me
appeared _____ to me personally known to be the
_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of
_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project/Contract Number: 81000833/1508

Project Title: Inflow and Infiltration (I/I) Reduction: North of the River

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT G

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 22 day of November, 2019, before me appeared Brett J. Nawers, 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 CFO (title) of Lamp Rynearson, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

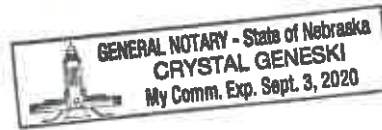
Brian Shaw
Affiant's signature

Subscribed and sworn to before me this 22 day of November, 2019.

Crystal Geneski
Notary Public

My Commission expires:

Sept. 3, 2020



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the LAMP RYNEARSON, INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 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. § 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 agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 297612

Approved by:

Employer LAMP RYNEARSON, INC.	
Name (Please Type or Print) LOREN M STEENSON	Title
Signature Electronically Signed	Date 01/19/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2010

ATTACHMENT H

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0487-GAF

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

I, Brett J Wawers, having full authority to act on behalf of Lamp Ryneason, Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Lower Blue River Basin Sewer: Hardesty Avenue and 31st Street.
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.



Signature of affiant

On this 22 day of November, _____ before me, Crystal Geneski, a Notary Public in and for said state, personally appeared (Brett J. Wawers), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Crystal Geneski

Notary Public

My commission expires: Sept 3, 2020



Attachment I

**Affidavit of Compliance With the Federal Consent Decree Regarding the
City of Kansas City, Missouri Overflow Control Plan ("OCP")**

Civil Action No. 4:10-cv-0487-GAF

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

I, Brett J Wawers, having full authority to act on behalf of Lamp Rynearson, Inc., do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location:
<https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Brett J Wawers

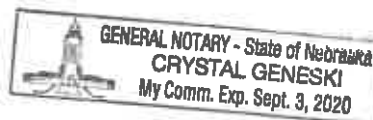
Signature of affiant

On this 22 day of November, 2019 before me, Crystal Geneski, a Notary Public in and for said state, personally appeared (Brett J Wawers), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Crystal Geneski

Notary Public

My commission expires: Sept. 3, 2020



ATTACHMENT J

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: TREKK Design Group Email: krobinett@trekkdesigngroup.com	Address: <u>1411 E. 104th Street, Kansas City, MO 64131</u> Phone: <u>816-874-4655</u> Fax: <u>816-874-4675</u>
2.	Name: Environmental Advisors & Engineers Email: jblesma@eael.com	Address: <u>19211 W. 64th Terrace, Shawnee, KS 66218</u> Phone: <u>913-599-4326</u> Fax: <u>none</u>
3.	Name: DuBois Consultants Email:	Address: <u>5737 Swope Parkway, Kansas City, MO 64130</u> Phone: <u>816-333-7700</u> Fax: <u>none</u>
4.	Name: Taliaferro & Browne Email:	Address: <u>1020 E. 8th Street, Kansas City, MO 64106</u> Phone: <u>816-816-283-3456</u> Fax: <u>none</u>
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: Lamp Rynearson, Inc.
 Submitted By: Laura J. Gray, P.E.
 Title: Wastewater Group Leader
 Telephone No.: 816-361-0440
 Fax No.: 816-361-0045
 E-mail: Laura.Gray@lamprynearson.com
 Date: Nov. 21, 2019

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 81000833 PROJECT NO. 1508

**PROJECT TITLE – INFLOW AND INFILTRATION (I/I) REDUCTION NORTH OF
THE RIVER**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Lamp Rynearson, Inc. (Design Professional). The parties amend the Agreement entered into on January 15, 2020, as follows:

WHEREAS, City has previously entered into a contract dated January 15, 2020 in the amount of \$950,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$1,890,000.00, to amend the total contract amount to \$2,840,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this first 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. Sec. 4. Compensation and Reimbursables., Subparagraph 3:

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 date the City approves the revised Schedule.

b. Sec. 8. Responsibilities of City., Subparagraph F:

Evaluate Contractor's performance at key contractual milestones per the City's Water Services 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.

- c. Attachment A1 – CPS Scope of Services, attached herein;
- d. Attachment C1 – Engineering Fee Summary and Schedule of Position Classification, attached herein;

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

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

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

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

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director

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 A1
SCOPE OF SERVICES
CONSTRUCTION PHASE SERVICES

DESIGN PROFESSIONAL: LAMP RYNEARSON, INC.

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: I/I REDUCTION: NORTH OF THE RIVER PHASE 1,
BUCKEYE CREEK AREA

WSD CONTRACT NO: AMENDMENT NO. 1 TO CONTRACT NO. 1508

WSD PROJECT NO: 81000833

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate rehabilitation of the sanitary sewer system located in the Buckeye Creek basin in Kansas City, Jackson County, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to rehabilitate sanitary sewers 8-inch to 30-inch in diameter, related manholes and service laterals within the Buckeye Creek watershed. The Project also includes replacing break-prone or obsolete water mains and appurtenances and providing other water distribution system improvements within the project limits generally defined as North Briarcliff Road to North Kensington Avenue, NE 36th Street to NE 49th Terrace.
- B. Federal Consent Decree. This sanitary sewer project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The DESIGN PROFESSIONAL has developed Construction Contract Documents for I/I Reduction: North of the River Phase 1, Buckeye Creek Area and Water Main Replacements in the area of North Briarcliff Road to North Kensington Avenue, NE 36th Street to NE 49th Terrace, and under this Amendment No. 1, the CITY is contracting with DESIGN PROFESSIONAL to perform Construction Phase Services.

The DESIGN PROFESSIONAL shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

Applicable protocols include:

- a. GIS Protocol, Updated November 2019
- b. Work Tracking Application Design Professional User Protocol, Updated August 2019

D. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL is organized under the following Task Series:

Construction Phase Services

1. Task Series 110 – Project Management and Administration
2. Task Series 210 – Public Involvement and Coordination
3. Task Series 310– Construction Phase Engineering Services
4. Task Series 410– Resident Project Representative Services
5. Task Series 510– Project Close Out

E. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional services concerning the Project.

F. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.

G. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

H. Responsibilities of CITY and SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team).

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. CONTRACTOR will provide a construction office for use by DESIGN PROFESSIONAL's Resident Project Representative (RPR) and DESIGN PROFESSIONAL's Assistant Resident Project Representatives (ARPRs).
4. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in all safety procedures and precautions.

5. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.
 6. The CITY will provide FOMs to monitor the performance of RPRs and serve as a field resource to the CM and the CITY's PM to assist with the review of contractor pay applications, work change directives, and change orders, resolving field construction issues, and evaluating contractor claims. FOMs will also monitor the performance of the DESIGN PROFESSIONAL's RPRs and verify they understand their roles and responsibilities and are performing them to the CITY's satisfaction.
 7. The SSP Team is defined as the specific employees of the CITY and the CITY's Smart Sewer program management consultant and their sub-consultants responsible for oversight of the Smart Sewer Program on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the development of the project.
- I. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
1. DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority and limitations thereon of any such RPR and assistants shall be as provided herein.
 2. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
 3. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.

4. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents.
5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, subconsultants, RPR's and assistants.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY and the CONTRACTOR:
 1. Task Series 110. DESIGN PROFESSIONAL shall complete this Task Series 110 within thirty (30) calendar days after completion of Task Series 510.
 2. Task Series 210 to 410. DESIGN PROFESSIONAL shall complete Task Series 210 to 410 within six hundred and ninety (690) calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.
 3. Task Series 510. DESIGN PROFESSIONAL shall complete Task Series 510 within one hundred twenty (120) calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.
 4. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

The following Task Series describe the Basic Scope of Services for Construction Phase Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 110 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 110 through 510 is included in Task Series 110.

Task 111 Project Management Services

DESIGN PROFESSIONAL shall provide project management services necessary throughout the project to successfully manage and complete the work. This includes project correspondence and consultation with CITY staff related to DESIGN PROFESSIONAL's Scope of Services; supervision and coordination of services; scheduling and assignment of personnel resources; and continuous monitoring of DESIGN PROFESSIONAL's work progress. DESIGN PROFESSIONAL's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the work. Quality control reviews shall include checks for completeness and correctness of evaluations, change order design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 112 Monthly Invoicing

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's web-based document management system.

Task 113 Monthly Project Status Report

DESIGN PROFESSIONAL shall prepare and submit a monthly project status report on forms acceptable to the CITY. PDF copies of each project status report shall be uploaded to the CITY's web-based document management system (eBuilder). A project status report shall accompany each monthly invoice submittal. The monthly progress status reports shall document, at the Task Series level, work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet Civil Rights and Equal Opportunity Department (CREO) approved M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe

the work activity performed for each task within each Task Series.

Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows progress to date.

Task 114 Subconsultant Agreements and Administration

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

Task 115 Work Plan

1. **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan of their work during the construction phase. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - b. A summary of the project's scope of services.
 - c. Provide a detailed invoice forecast schedule for performance of all work through the end of the contract period. The invoice forecast schedule, including a breakdown of monthly DESIGN PROFESSIONAL, MBE, and WBE invoice amounts versus forecasted monthly amounts, shall indicate the planned value of work to be invoiced on a monthly basis through project completion. The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast.
 - d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 21 calendar days of the notice to proceed or approval of CONTRACTOR's baseline schedule, whichever is later. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit a single electronic PDF file within 14 calendar days of receipt of CITY's

comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to the CITY when requested.

TASK SERIES 210 - PUBLIC INVOLVEMENT AND COORDINATION

Task 211 Public Meeting

CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing 5 exhibit(s) on presentation board(s), Construction Contract Drawings, and responding to questions.

Task 212 Correspondence and Tracking 311 Cases

DESIGN PROFESSIONAL shall respond to 311 cases, if necessary, and will track all 311 cases regarding the project. DESIGN PROFESSIONAL shall track the date the 311 case was given to the DESIGN PROFESSIONAL, RPR and CONTRACTOR, address(es) involved, the specific issue, how it was resolved, and when it was resolved. All open 311 cases will be discussed at each monthly progress meeting.

TASK SERIES 310 - CONSTRUCTION PHASE ENGINEERING SERVICES

The DESIGN PROFESSIONAL's project manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All the correspondence identified in this paragraph and during construction shall be maintained on eBuilder, the CITY's document management system

Task 311 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.

4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR.

Task 312 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web-based document management system.
2. DESIGN PROFESSIONAL shall attend up to 20 monthly progress meetings, with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 20 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 313 Document Management and Work Tracking Application

DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system (eBuilder) for managing, tracking and storing documents associated with the project. DESIGN PROFESSIONAL, RPR, and staff shall attend training on CITY's web-based document management system prior to start of construction. Documents will include, but are not limited to, shop drawings, submittals, correspondence, change orders, work change directives, project status reports, pay requests, inspection reports, daily logs, meeting minutes, progress photos, and

correspondence between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

DESIGN PROFESSIONAL shall enter final scheduled rehabilitation assets into the CITY's web-based work order management application for work order creation. DESIGN PROFESSIONAL shall follow the work tracking application user protocol provided by the CITY. DESIGN PROFESSIONAL shall update the work orders on a monthly basis as construction is completed and notify the CITY when work orders may be closed.

Task 314 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL shall receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. Submittals include shop drawings, testing reports and affidavits, third party verification reports, affidavits and certifications required by Construction Contract Documents, excluding other submittals specific to other tasks, such as Post-Rehabilitation Submittals and CONTRACTOR's schedules. CITY shall approve all product materials which are different than the materials shown in the Construction Contract Documents prior to sending approved submittals to the CONTRACTOR. DESIGN PROFESSIONAL's review and approval shall only be to determine if the items covered by the submittals will, after installation or incorporation into the work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Contract documents.

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 60 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 315 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 23) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 316 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction

Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR.

To establish a basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL shall review up to 150 individual changes in locations of point repairs, additional point repairs, and changes in lateral rehabilitation method submitted by CONTRACTOR.

Task 317 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

DESIGN PROFESSIONAL shall assist CITY in evaluating claims, and preparation of allowance authorizations and change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL's issuance of request for proposal. DESIGN PROFESSIONAL shall evaluate the construction cost and schedule impact of each allowance or change order request. DESIGN PROFESSIONAL shall assist with determining a fair price for the work and evaluating the potential impact of each work change directive or change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL shall review claims by the CONTRACTOR on behalf of the CITY. DESIGN PROFESSIONAL shall review claims for accuracy, validity, and conformance with the general conditions. DESIGN PROFESSIONAL shall provide a written response on behalf of the CITY to the CONTRACTOR, based on their review within the time required by the general conditions. DESIGN PROFESSIONAL's response shall be reviewed by Smart Sewer leadership and or CITY staff prior to issuing to CONTRACTOR.

DESIGN PROFESSIONAL will review allowance authorizations and change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each allowance authorization, work change directive, and change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate allowance authorization and change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each allowance authorization or change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under an allowance authorization or change order request, DESIGN PROFESSIONAL will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will draft all allowance authorizations and change orders for the CITY. CITY will review, approve and execute all allowance authorizations and change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish a basis for DESIGN PROFESSIONAL's compensation, up to 2 claims, 6 allowance authorizations, 2 change orders, and 6 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 318 Post-Rehabilitation Submittal Reviews

1. DESIGN PROFESSIONAL shall review up to 103,000 linear feet of post-rehabilitation CIPP CCTV inspection records and up to 750 full wrap CIPP Short or Long Liner service connections as submitted by the CONTRACTOR throughout the Project Area prior to approving CONTRACTOR's monthly pay application. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.
2. DESIGN PROFESSIONAL shall review up to 103,000 linear feet in the Project Area, of the Contractor's final completion post rehabilitation CCTV submittal package prior to achievement of full operation, including up to 1,530 full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

Task 319 Achievement of Full Operation Review and Final Completion Inspection

1. Achievement of Full Operation Review: DESIGN PROFESSIONAL shall perform an inspection to determine the status of completion and develop a punch list of deficiencies requiring completion or correction at achievement of full operation. DESIGN PROFESSIONAL shall submit to the CITY a statement of achievement of full operation.
2. Final Completion Inspection: DESIGN PROFESSIONAL shall perform a final inspection of the work and shall complete a punch list of deficiencies requiring completion or correction. DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.
3. DESIGN PROFESSIONAL shall review the Final Application for Payment submitted by CONTRACTOR and accompanying documentation as required by the Construction Contract Documents and provide comments to the CITY.

TASK SERIES 410 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on an 18 month period to Achievement of Full Operation and a 90-day closeout period for the project area. This is estimated based on RPR services starting 60 days after Contractor's NTP. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to

conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

The role of the RPR will be that of the lead observer and primary liaison with the CITY and CONTRACTOR's Superintendent. DESIGN PROFESSIONAL's RPR services include site visits for observation, attendance at monthly progress meetings, and an Achievement of Full Operation review. After Achievement of Full Operation, the RPR will participate in the Final Inspection, review the final Application for Payment, and review the CONTRACTOR'S final record drawing submittal. On a monthly basis, RPR shall review for accuracy and completeness the CONTRACTOR's record drawings.

RPR is DESIGN PROFESSIONAL's Agent at the site, shall act as directed by and under the supervision of DESIGN PROFESSIONAL, and shall confer with DESIGN PROFESSIONAL regarding their actions. RPR's dealing in matters pertaining to the on-site work shall in general be only with DESIGN PROFESSIONAL and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR.

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 410 is based on one Lead RPR and two Assistant RPRs. The total anticipated level of effort of 7,720 hours is based on the following time frames. The Lead RPR is anticipated to work a total of 3,560 hours during the following time frames:
 - a. Part time (20 hours per week) for 2 months at the beginning of the project.
 - b. Full time (40 hours per week) for a duration of 18 months.
 - c. Part time (20 hours per week) for 3 months at the end of the project between AFO and Final Completion.
2. The Assistant RPRs are anticipated each to work full time (40 hour per week) for a duration of 12 months, 2,080 hours each. Assistant RPRs time is anticipated to be staggered to provide assistance to the Lead RPR for an estimated 17 months total.
3. DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
4. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 411 Contractor Schedules

RPR shall review the CONTRACTOR's monthly construction schedules for conformance of work completed to date and activity sequences. RPR shall provide comments to DESIGN PROFESSIONAL, who shall review comments and include with DESIGN PROFESSIONAL's review comments to the CITY concerning acceptability of schedules. CITY shall have final approval authority.

Task 412 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and Lead RPR shall attend the preconstruction conference and up to 20 monthly progress meetings and up to 5 other meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 413 Liaison

RPR shall serve as the CITY's and DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. RPR shall provide the following liaison services, as limited by the budgeted hours.

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed, street address of service laterals replaced or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. Record shall include quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.

4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Inspection and approval of open cut point repairs, service line repair/replacement, and manhole lining shall be the CITY's standard inspection method, by the RPR. Construction quantities, addresses, dates, etc., shall be tracked by the RPR.
7. Assist the City's Project Manager in addressing 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 414 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.
2. RPR shall report to DESIGN PROFESSIONAL whenever they believe that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when they believe that work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL shall report unsatisfactory work to the CITY.
3. RPR shall verify that tests are conducted as required by the contract document and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and startups. This task is limited to that which the RPR can perform when the RPR is on site.
4. RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to DESIGN PROFESSIONAL and CITY. This task is limited to that which the RPR can perform when the RPR is on site.

Task 415 Records

1. RPR shall maintain in the trailer, orderly files reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, and other project-related documents.
2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can

perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 416 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information.
 - a. Hours the CONTRACTOR worked on the job site.
 - b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the job site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - i. Observations pertaining to the progress of the work. Materials received on job site.
 - j. Construction issues and resolutions or proposed resolutions to issues
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.

5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 417 Payment Requisitions

Lead RPR shall review up to 23 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 418 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:

- a. Before DESIGN PROFESSIONAL reviews CONTRACTOR's progress towards Achievement of Full Operation, and after CONTRACTOR certifies project is ready for Achievement of Full Operation, RPR shall provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
- b. RPR and DESIGN PROFESSIONAL shall conduct review of Achievement of Full Operation in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.

2. Final Completion

- a. RPR and DESIGN PROFESSIONAL shall conduct Final Completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL shall prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list shall be submitted to the CITY for review and approval prior to distribution by the CITY or by the DESIGN PROFESSIONAL if requested by the CITY.
- b. RPR and DESIGN PROFESSIONAL shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 510 - PROJECT CLOSEOUT

Task 511 Construction Records Drawings

Upon Achievement of Full Operation and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall prepare a set of construction record drawings for Project Area showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the DESIGN PROFESSIONAL's RPR that show changes to original drawings made during construction. DESIGN PROFESSIONAL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. DESIGN PROFESSIONAL shall provide one full size paper copy, and a PDF of Project Area full size drawing.

Task 512 Furnish CONTRACTOR'S Completion Documents

1. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims, and final payment using the eBuilder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the eBuilder document management system.
2. DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Shop Drawings and Data Submittals" in the Construction Phase Services task. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's CREO project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.
3. All RPR documents and records shall be provided to the CITY.

Task 513 Project Closeout Documentation

The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's CREO project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 514 Update GIS

The DESIGN PROFESSIONAL shall prepare and provide an updated ArcGIS geodatabase that follows the geodatabase update protocol provided by the CITY. DESIGN PROFESSIONAL shall

update the GIS database based on construction record or “as-built” drawings provided by the CONTRACTOR. Updates to the GIS items such as: CIPP lining, full pipe replacement material/diameter changes, manhole rehabilitation, and new manholes. Any updated to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL in accordance with the GIS update protocol.

DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. In addition to required attribute fields being populated, DESIGN PROFESSIONAL shall ensure pipe to structure connectivity is maintained within the database.

DESIGN PROFESSIONAL shall verify that data source/data flagging attribute fields in the GIS database template have been updated based on manhole inspections (completed by others), CCTV, smoke testing, and other field verifications. DESIGN PROFESSIONAL shall update any data source/data flagging attribute field that have not previously been entered for both City performed, and DESIGN PROFESSIONAL performed investigations.

IV. 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. This allowance is for additional professional services that may be required during the Project. Optional Services will not be performed nor is the DESIGN PROFESSIONAL approved to utilize any allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services will 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 may include the following:

- A. Review of Requests for Substitutions submitted by the CONTRACTOR beyond those identified under the Basic Scope of Services.
- B. Additional meetings beyond those identified under the Basic Scope of Services.
- C. Review of submittals/shop drawings beyond those identified under the Basic Scope of Services.
- D. Assistance with development and evaluation of work change directives or change order requests beyond those identified under the Basic Scope of Services.
- E. Review of additional post-rehabilitation CCTV inspection records beyond those identified under the Basic Scope of Services.
- F. Resident Project Representative services in excess of the hours specified under the Basic Scope of Services.
- G. Meetings with public and local, State, or Federal agencies beyond those Specified under the Basic Scope of Services.
- H. Attendance at public meetings beyond those specified under the Basic Scope of Services.

(End of Scope of Services)

ATTACHMENT C1

SCHEDULE OF POSITION CLASSIFICATIONS

Employee Classification	Hourly Rates (Actual Salary Range)
Office Leader (I-III)	\$75.00 to \$110.00
Sr. Group Leader (I-IV)	\$70.00 to \$100.00
Group Leader (I-IV)	\$55.00 to \$75.00
Practice Lead (I-IV)	\$50.00 to \$95.00
Sr. Project Manager (I-VII)	\$50.00 to \$90.00
Project Manager (I-VI)	\$40.00 to \$70.00
Technical Expert (I-IV)	\$55.00 to \$105.00
Sr. Project Engineer (I-VI)	\$43.00 to \$89.00
Project Engineer (I-V)	\$33.00 to \$52.00
Project Architect	\$40.00 to \$50.00
Engineering Intern (I-II)	\$20.00 to \$30.00
GIS Specialist (I-III)	\$25.00 to \$35.00
Sr. GIS Specialist (I-III)	\$30.00 to \$45.00
GIS Manager	\$50.00 to \$60.00
Sr. Project Designer (I-IV)	\$38.00 to \$58.00
Project Designer (I-V)	\$23.00 to \$40.00
Project Administrator (I-IV)	\$23.00 to \$40.00
Sr. Engineer Tech (I-IV)	\$30.00 to \$43.00
Engineer Tech. (I-IV)	\$22.00 to \$38.00
Administrative Intern	\$15.00 to \$20.00
Administrative Assistant (I-II)	\$19.00 to \$26.00
Sr. Admin. Assistant (I-III)	\$25.00 to \$32.00
Offices Services Manager	\$39.00 to \$48.00
Survey Office/CAD Technicians	\$25.00 to \$39.00
Land Surveyor (I-III)	\$36.00 to \$54.00
Sr. Land Surveyor (I-III)	\$50.00 to \$68.00
Surveyor Project Manager (I-III)	\$30.00 to \$50.00
Sr. Surveyor Project Manager (I-III)	\$45.00 to \$65.00
Party Chief (I-III)	\$25.00 to \$40.00
Survey Field Technician (I-III)	\$28.00 to \$35.00
Pilot	\$28.00 to \$45.00
Observer (I-V)	\$19.00 to \$40.00
Survey Crew	\$60.00 to \$105.00