

## DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81000679, CONTRACT NO. 1259

TARGET GREEN EAST MARLBOROUGH AND WATER MAIN REPLACEMENTS-PHASE 1

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Burns and McDonnell Engineering Company 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:

This project consists of design professional services for construction phase engineering services and Resident Project Representative services during construction of Target Green East Marlborough and Water Main Replacements-Phase 1 project. Work includes submittal review, construction observation, interpretation of construction drawings and document management. The Target Green East Marlborough and Water Main Replacements-Phase 1 is located in Council District 5 in Kansas City, Jackson County, Missouri.

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 (DP) 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 as listed in **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.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this

Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

**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 One Million and Ninety Thousand Dollars (\$1,090,000.00), as follows:

1. Seven Hundred Ten Thousand One Hundred Twenty Eight Dollars (\$710,128.00), 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 is **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed Two Hundred Sixty Seven Thousand One Hundred Twelve Dollars (\$267,112.00). The following are the reimbursable expenses that City has approved: Subcontractor Services, reproduction of deliverables, postage and shipping, photocopies and printing, and local transportation. Subcontractor labor cost shall be based on time charges directly to the project times an effective salary multiplier not to exceed **3.04**.
4. Design Professional's maximum amount shown in Sec 4, Compensation and Reimbursable, includes a total allowance amount of One Hundred Twelve Thousand Seven Hundred Sixty Dollars (\$112,760.00), for Optional Services not yet authorized by Water Services Department that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the Water Services Department to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless Water Services Department 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 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. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. Each Optional Service shall be specifically authorized by Water Services Department 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.
7. Design Professional's Engineering Fee Summary is contained in **Attachment J** and represents the basis for the maximum amount that the City shall pay Design Professional under this agreement.

**B. Method of Payment.**

1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis for all completed unit price work 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, along with completed unit price work. 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, accompanied by a monthly project status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

**City:**

**Water Services Department**

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

**Design Professional:**

Burns and McDonnell Engineering Company, Inc.  
Contact: Rachele Lowe, P.E.  
Address: 9400 Ward Parkway  
Phone: (816) 822-4276 Facsimile: (816) 822-3414  
E-mail address: rllowe@burnsmcd.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. 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.
- C. Provide standard City forms as required.

D. 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 Format Requirements

**Attachment C** – Schedule of Position Classifications

**Attachment D** – Licensed Geographical Information System Data

**Attachment E** – HRD Documents

**Attachment F** – Truth in-negotiation Certificate

**Attachment G** – Employee Eligibility Verification Affidavit

**Attachment H** – 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 I** – Non-Construction Subcontractors Listing

**Attachment J** – Engineering Fee Summary

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

**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 E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

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

\_\_\_\_\_

Director of Finance

Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec 3. Insurance.

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

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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



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

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

#### **Sec. 4. Design Standards and Endorsement.**

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

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

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

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

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

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

#### **Sec. 5. Copyright and Ownership of Documents.**

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

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

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

### **Sec. 6. Governing Law.**

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

### **Sec. 7. Compliance with Laws.**

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

### **Sec. 8. Termination for Convenience.**

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

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

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

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

### **Sec. 9. Default and Remedies.**

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

### **Sec. 10. Waiver.**

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

or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

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

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

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

#### **Sec. 14. Severability of Provisions.**

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

being performed in accordance with the intentions of the parties.

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Affirmative Action.**

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

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

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

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

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

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

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

#### **Sec. 17. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$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 [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm) . For those Design Professionals enrolled in E-Verify, the first

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

#### **Section 24. Truth-In-Negotiation Certificate**

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

#### **Section 25. 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

DESIGN PROFESSIONAL: Burns & McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Target Green East Marlborough and Water Main Replacements – Phase 1

WSD CPS Contract No.: 1259

WSD Project No.: 81000679

### 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 for the following projects. Projects schedule shown are based on Design Professional assumption of required construction time, once construction contracts are executed, schedule and hours shall be modified to match actuals.

#### A. The Project

1. **Target Green East Marlborough and Water Main Replacements – Phase 1:** The project intends to reduce combined sewer overflows utilizing green infrastructure /distributed storage and strategic sewer separation within the area tributary to Outfall 069 of the Middle Blue River Watershed. The DESIGN PROFESSIONAL has developed technical plans and specifications for the Work. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide construction phase services. The project has been divided into three bid packages which will be bid separately. The construction phase services will include effort related to Phase 1.

- Phase 1 construction phase services are based on a period of 274 calendar days.

2. **Manhole Grade Adjustments for Overflow Control Program Projects (MANHOLE GRADE ADJUSTMENTS):** The CITY intends to adjust manhole grades city wide. Specifications and standard details for the Work have been previously developed. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary manhole inspection, manhole surveys, and construction phase services. Services are based on a period of (10 months) 305 calendar days.

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 WSD Contract No. 1259 MBR Green Infrastructure & Distributed Storage

Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.

- C. Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of, but are not limited to, the following professional services:
1. Liaison with CITY and CONTRACTOR
  2. Document Management
  3. Attend Pre-Construction Conference
  4. Attend Monthly Progress Meetings
  5. Conduct Periodic Site Visits
  6. Review Shop Drawings
  7. Assist CITY with Evaluation of Change Orders
  8. Review Pay Requests and Schedule of Values
  9. Participate in Substantial and Final Inspection of the Work
  10. Provide Assistance with Project Close Out
  11. Provide Part -Time RPR Services
- E. Task Series Listing
- Task Series 100 – Project Management and Administration (Target Green)
- Task Series 200 – Construction Office and Field Support Services (Target Green)
- Task Series 300 – RPR Services (Target Green)
- Task Series 400 – Project Closeout Services (Target Green)
- Task Series 500 – Assistance with Pursuit of Envision Certification (Target Green)
- Task Series 600 – Project Management and Administration (MANHOLE GRADE ADJUSTMENTS)
- Task Series 700 – Construction Office and Field Support Services (MANHOLE GRADE ADJUSTMENTS)



Task Series 800 – Manhole Inspections (MANHOLE GRADE ADJUSTMENTS)

Task Series 900 – RPR Services (MANHOLE GRADE ADJUSTMENTS)

- F. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DESIGN PROFESSIONAL may be requested to provide additional services concerning the Project.
- 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. Responsibilities of CITY
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.
- I. Limits of Authority:
1. DESIGN PROFESSIONAL's efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of visits to the Site and on-Site observations, DESIGN PROFESSIONAL will keep CITY informed of the progress of the Work and will endeavor to guard CITY against defective Work.
  2. DESIGN PROFESSIONAL's visits to the Site and on-Site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
  3. DESIGN PROFESSIONAL will 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 will be as provided herein.
  4. Neither DESIGN PROFESSIONAL's authority or responsibility under this agreement or under any other provision of the Contract Documents nor any decision made by DESIGN PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by DESIGN PROFESSIONAL shall 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.

5. Neither DESIGN PROFESSIONAL nor the RPR will 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 will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
6. DESIGN PROFESSIONAL will 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 Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
7. DESIGN PROFESSIONAL will 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.
8. 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 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
9. The DESIGN PROFESSIONAL shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN PROFESSIONAL and its SUBCONSULTANTS. The CONTRACTOR shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.
10. The DESIGN PROFESSIONAL shall be responsible for generating and preparing written or electronic responses pertaining to request for information, change orders, request for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL. The CITY's project manager shall review, approve, and issue to Contractor.
11. The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, RPRs and assistants.

## **II. PROJECT MILESTONES**

A. DESIGN PROFESSIONAL will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:

1. Task Series 400 – Project Closeout shall be completed within sixty (60) 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.
2. Task Series 500 – Envision assistance, documentation, and evaluation shall be completed within sixty (60) calendar days after the Substantial Completion Inspection of Phase 1 construction.

### III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL and/or RPR under each Project. Where there are differences in the scope for each project those differences will be specified in the Scope of Services.

#### **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION (TARGET GREEN)**

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.

The Project Management and Administration services are developed based on a total anticipated construction schedule of nine (9) months. Any changes to this anticipated construction schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

**Task 101 – Project Management Services:** DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including 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; submission of a cost-loaded schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL’S work progress; and quality control of services provided.

**Task 102 Monthly Invoicing:** DESIGN PROFESSIONAL shall prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY’s project document management system. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be itemized as follows:

Task Series 100 – Project Management and Administration (TARGET GREEN)

Task Series 200 – Construction Phase Office and Field Support (TARGET GREEN)

Task Series 300 – RPR Services (TARGET GREEN)

Task Series 400 – Project Close Out (TARGET GREEN)

Task Series 500 – Assistance with Pursuit of Envision Certification (TARGET GREEN)

Task Series 600 – Project Management and Administration (MANHOLE GRADE ADJUSTMENTS)

Task Series 700 – Construction Office and Field Support Services (MANHOLE GRADE ADJUSTMENTS)

Task Series 800 – Manhole Inspections (MANHOLE GRADE ADJUSTMENTS)

Task Series 900 – RPR Services (MANHOLE GRADE ADJUSTMENTS)

A copy of the subcontract utilization report shall be attached to the monthly invoice.

**Task 103 Provide Monthly Status Report:** DESIGN PROFESSIONAL shall prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports shall be uploaded to the CITY's web-based document management system. Project status report shall accompany the monthly invoice submittal. The monthly progress status reports shall document the DESIGN PROFESSIONAL's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. 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 project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion and earned value 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.

**Task 104 Subconsultant Agreements and Administration:** Prepare a scope, budget, schedule, and agreement for the DESIGN PROFESSIONAL's 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 105 Review CONTRACTOR's Schedules:** DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules for a maximum of three (3) separate construction contracts and advise CITY as to their acceptability. This task is based on review of the initial proposed schedule for each project, and three periodic updates of the construction schedule and schedule of submittals.

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.
2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments, and will not constitute an agreement as to the value of each indicated item.
4. Schedule of Monthly Payments: DESIGN PROFESSIONAL will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.

CITY shall have final approval authority for all schedules.

**Task 106 – Document Management:** The DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system for managing, tracking and storing documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses 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.

**Task 107 – Safety:** 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. An Accident Prevention Plan (APP) shall be developed, maintained on-site during Fieldwork, and shall be available for review at any time during the period of performance. At a minimum, all work shall be conducted in accordance with OSHA requirements. Specific safety requirements as required by the CLIENT shall also be adhered to.

### **TASK SERIES 200 – CONSTRUCTION OFFICE & FIELD SUPPORT SERVICES** **(TARGET GREEN)**

The Construction Office and Field Support services are developed based on an anticipated construction schedule of nine (9) months for the TARGET GREEN PHASE 1 Projects. Any changes to this anticipated construction schedule may result in changes to the planned scope of

some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY. Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

**Task 201 Contractor Communication:** The DESIGN PROFESSIONAL project manager and RPR will act as the primary point contact with the CONTRACTOR. Verbal and communication with the CONTRACTOR, if needed, will be as authorized by the CITY's project manager.

**Task 202 Interpretations of Contract Documents:** DESIGN PROFESSIONAL will issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications prepared by the DESIGN PROFESSIONAL as DESIGN PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. Interpretation of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications shall be provided to the CITY for review, approval and distribution of final version by the CITY to the CONTRACTOR, DESIGN PROFESSIONAL and RPR.

**Task 203 Preconstruction Conference:** DESIGN PROFESSIONAL will facilitate a preconstruction conference, with the CONTRACTOR, CITY and RPRs. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the CONTRACTOR, and CITY. The preconstruction conference will include a discussion of the CONTRACTOR's tentative schedules, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare meeting minutes to the CITY for review and approval, and distribute meeting minutes to all parties in attendance of the Preconstruction Conference.

**Task 204 Perform Site Visits:** DESIGN PROFESSIONAL will make site visits as required to review special construction issues and inspections with CONTRACTOR and CITY. DESIGN PROFESSIONAL will visit the site(s) 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. A maximum of two (2) site visits attended by two (2) people from DESIGN PROFESSIONAL per month is anticipated for the each of the three construction contracts. It is anticipated that other site visits may be combined with the periodic progress meetings to generally observe the progress of the work as part of the progress meeting task.

#### **Task 205 Shop Drawings and Data Submittals**

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DESIGN PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the

requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. DESIGN PROFESSIONAL's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within fourteen (14) calendar days of receipt thereof for final approval.

Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

**Task 206 Attend Progress Meetings:** DESIGN PROFESSIONAL along with the Lead RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of fifty-six (56) progress meeting, representing one (1) per month.

**Task 207 Review Substitutes and "Or Equal" Requests:** DESIGN PROFESSIONAL will review and determine the acceptance, or rejection, of material or equipment items submitted by CONTRACTOR for substitutes and "or equal" items to a named item specified in the Construction Contract Documents at the CITY's request.

**Task 208 Assist in Evaluation Claims and Change Order Requests:** DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule. DESIGN PROFESSIONAL will review 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 change order request and recommended action by CITY. The DESIGN PROFESSIONAL will negotiate change order requests with CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of

work defined in each change order request. If the CITY determines that CONTRACTOR must competitively bid certain subcontractor work covered under a 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. CITY will prepare and execute all 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.

**Task 209 Substantial Completion Inspection:** The DESIGN PROFESSIONAL shall perform an inspection at substantial completion a punch list of deficiencies requiring completion or correction. The DESIGN PROFESSIONAL shall submit to the CITY a statement of substantial completion.

**Task 210 Final Completion Inspection:** The DESIGN PROFESSIONAL shall perform a final inspection of the work to determine if punch list of deficiencies from Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.

**Task 211 Operation and Maintenance Manual:** DESIGN PROFESSIONAL will finalize the Operation and Maintenance Manual Working Draft Document developed previously that outlines the necessary activities for the Project. During construction of the Project, the Operation and Maintenance Manual will be updated to reflect the final constructed project. Pictures will be taken of constructed works and included in the Final Operation and Maintenance Manual. DESIGN PROFESSIONAL will submit a Final Operation and Maintenance Manual after Final Completion.

**Task 212 Utility Relocation and Coordination:** DESIGN PROFESSIONAL will assist CITY with construction phases services associated with utility relocation of the water main. Interpretation of contract documents, coordination with TARGET GREEN PHASE 1 construction, site visits and progress meetings as requested by CITY, review of substitutes, and assistance in change order requests will be made by the DESIGN PROFESSIONAL.

### **TASK SERIES 300 - RPR SERVICES (TARGET GREEN)**

DESIGN PROFESSIONAL will provide RPR services at the site to observe the construction work associated with the green infrastructure, distributed storage, and Water and Sewer System Improvements only as specified in the Construction Contract Documents. Except as otherwise defined in the Scope of Services and Construction Contract Documents, CITY's instructions and correspondence to CONTRACTOR will be issued through DESIGN PROFESSIONAL's RPRs, with copy of transmittal to CITY.

One of the RPRs shall be designated as the Lead RPR. The Lead RPR will coordinate, oversee, and act as a liaison for all projects described herein. The RPR will observe the CONTRACTOR's work and perform the services listed below.

1. **RPR Level of Effort:** To establish basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 300 is based



on an anticipated construction schedule of nine (9) months. RPR services are based on providing one (1) full-time Lead RPR.

2. General Responsibilities. RPRs will be on site from the CONTRACTOR's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. RPRs will 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 substantial completion inspections and final completion inspections of the Work.

**Task 301 – Perform Lead RPR Services.** DESIGN PROFESSIONAL will provide a senior RPR who will be responsible for supervision and coordination of all RPR personnel associated with the project. Lead RPR will be responsible for the execution of the work described under Task Series 300 as well as the RPR responsibilities during project closeout.

1. Will act as primary point of contact between the RPR staff and the DESIGN PROFESSIONAL
2. Will act as primary point of contact between the RPR staff and the CITY
3. Will act as primary point of contact between the RPR staff and the CONTRACTOR.
4. Have overall responsibility for preparation and management of documents prepared by the RPR staff.
5. Will act as primary reviewer for the RPR staff in the processing of Payment Requisitions.
6. Participate in Substantial Completion and Final Completion Inspections. Lead RPR will oversee the development of punch lists, and will verify on behalf of the RPR staff that all punch list items have been adequately addressed.
7. Conduct RPR responsibilities associated with PROJECT CLOSEOUT activities.
8. Provide training and consultation to CITY RPR staff as time permits.

**Task 302 Schedules:** RPR will assist DESIGN PROFESSIONAL with the review of schedules as described in Task 105. RPRs shall provide comments concerning their acceptability to DESIGN PROFESSIONAL.

**Task 303 Meeting and Conferences:**

1. RPR will attend the preconstruction conference.
2. RPR will attend weekly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, 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 304 Liaison**

RPR will serve as DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. The RPR will 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 and be prepared to report to the CITY by telephone. 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. 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, monthly 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/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings.
4. Provide a monthly summary of work completed by the CONTRACTOR in the monthly CPS status report
5. Witness and document testing performed by the CONTRACTOR.
6. Inspection and approval of open cut service line repair/replacement will be the CITY's standard inspection method, by the CITY. Construction quantities, addresses, dates, etc., will be tracked by the RPR.
7. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

### **Task 305 Review of Work, Rejection of Defective Work, Inspections and Testing**

1. RPR will conduct on site observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR will report to DESIGN PROFESSIONAL whenever he believes 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 he believes 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. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Construction Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.
6. Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.
7. RPR will view post-rehabilitation CCTV inspection records (as applicable) submitted by the CONTRACTOR and will provide a summary as to the completeness and to adherence with contract specification of the condition of the CCTV inspected assets and any defects recorded.
8. RPR will verify that tests and operating and maintenance training instructions are conducted as required by the Contract Document and in 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. This task is limited to that which the RPR can perform when the RPR is on site.

### **Task 306 Records**

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and

interpretations of the Contract Documents, progress reports, and other project-related documents.

2. RPR will keep a diary or logbook, recording general 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 will 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.

#### **Task 307 Reports and Document Review**

1. Submit to DESIGN PROFESSIONAL, with an e-mail copy to the CITY's Project Manager or designate on a weekly basis, the daily reports of RPR observed events at the job site, including the following information:
  - a. Hours the CONTRACTOR worked on the site.
  - b. Review CONTRACTOR and Subcontractor personnel on site (Daily Labor Force Report received from CONTRACTOR).
  - c. Construction equipment on the 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. Observations pertaining to the progress of the Work. Materials received on site.
  - i. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

**Task 309 Payment Requisitions:** RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, 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 310 Substantial Completion Inspection**

1. Before DESIGN PROFESSIONAL conducts Substantial Completion Inspection, and after CONTRACTOR certifies project is ready for Substantial Completion, RPR will provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
2. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the CITY.
3. The DESIGN PROFESSIONAL shall provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.

#### **Task 311 Final Completion Inspection**

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.
2. 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 400 – PROJECT CLOSEOUT**

#### **Task 401 Construction Record Drawings**

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL is not responsible for any errors or omission in the information from others that is incorporated into the record drawings.

3. DESIGN PROFESSIONAL shall provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format. A set of deliverables will be provided for the Phase 1 Project.
4. The RPR shall close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL shall review these items with RPR before issuing a statement of final completion to the CITY.

**Task 402 Furnish CONTRACTOR's Completion Documents:** 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 "Review 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 "Review Shop Drawings and Data Submittals" in the Construction Phase Services task.

**Task 403 Project Closeout:** 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 HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **TASK SERIES 500 – ASSISTANCE WITH PURSUIT OF ENVISION CERTIFICATION (TARGET GREEN)**

In undertaking the pursuit of Envision certification, the CITY understands the DESIGN PROFESSIONAL cannot guarantee the project will achieve any level of Envision certification. Based on a cursory review, there may be potential for the project to receive an award. To increase the potential for the project to receive an award, the CITY understands the critical importance of its executive-level sponsorship, resource support, and active team member participation.

**Task 501 Envision Workbook Completion:** The online Envision workbook has been previously filled out. The DESIGN PROFESSIONAL will review and suggest revisions to the online workbook for TARGET GREEN PHASE 1 Project. A review meeting will be held with the CITY to review minimum level of service per credit and the required documentation needed for Task 1202.

**Task 502 Envision Documentation Support:** The DESIGN PROFESSIONAL will assist CITY with the pursuit of Envision certification for the TARGET GREEN PHASE 1 Project, by providing documentation and compelling responses to Envision specific questions necessary to pursue Envision certification to meet target level of services. The following tasks will be provided:

1. Discuss documentation plans with Institute for Sustainable Infrastructure verifier.

2. Develop relevant TARGET GREEN PHASE 1 project documentation necessary to support Envision certification pursuit to meet target level of service per credit and submit to CITY.
3. Provide compelling responses to specific questions for the target level of service per credit.
4. Conduct internal review of documents and responses for accuracy, clarity, and consistency.

**Task 503 Pursuit of Envision Certification:** To pursue the goals of the Envision program and be considered for a minimum Bronze certification, it is estimated the pursuit will need to develop approximately 170 documents to demonstrate affirmative, compelling responses to 80 specific questions for 40 credits. DESIGN PROFESSIONAL shall provide guidance for CITY submission of project documentation and Envision specific responses for Institute for Sustainable Infrastructure 3<sup>rd</sup> party verification. The DESIGN PROFESSIONAL shall utilize the CITY's web-based document management system for managing, tracking, and storing documents associated with the Envision certification pursuit. DESIGN PROFESSIONAL will provide an electronic submittal package to the CITY with all documents and responses included to be sent to the Institute for Sustainable Infrastructure. DESIGN PROFESSIONAL will assist CITY with the first responses to the 3<sup>rd</sup> party verifier's request for information. Additional Envision Pursuit tasks shall be handled as Optional Services.

## **TASK SERIES 600 – PROJECT MANAGEMENT AND ADMINISTRATION (MANHOLE GRADE ADJUSTMENTS)**

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.

The Project Management and Administration services are developed based on a total anticipated construction schedule of ten (10) months. Any changes to this anticipated construction schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

**Task 601 – Project Management Services:** DESIGN PROFESSIONAL will provide project management services associated with MANHOLE GRADE ADJUSTMENTS as described for Task 101.

**Task 602 Monthly Invoicing:** Monthly invoicing associated with Task Series 600, 700, 800, 900, 1000, and 1100 shall be prepared in with Task 102.

**Task 603 Provide Monthly Status Report:** Monthly status reporting associated with Task Series 600, 700, 800, 900, 1000, and 1100 shall be prepared in with Task 103.

**Task 604 Subconsultant Agreements and Administration:** Administration of subconsultants associated with Task Series 600, 700, 800, 900, 1000, and 1100 shall be conducted as specified under Task 104.

**Task 605 Review CONTRACTOR's Schedules:** DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules for one (1) construction contract. Review of CONTRACTOR's schedules associated with MANHOLE GRADE ADJUSTMENTS shall be conducted as specified under Task 105.

**Task 606 – Document Management:** Document management associated with MANHOLE GRADE ADJUSTMENTS shall be conducted as specified under Task 106.

### **TASK SERIES 700 – CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES (MANHOLE GRADE ADJUSTMENTS)**

The Construction Office and Field Support services are developed based on an anticipated construction schedule of ten (10) months for the MANHOLE GRADE ADJUSTMENTS Project. Any changes to this anticipated construction schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY. Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

**Task 701 Contractor Communication:** Scope as defined by Task 201.

**Task 702 Interpretations of Contract Documents:** Scope as defined by Task 202.

**Task 703 Preconstruction Conference:** Scope as defined by Task 203.

**Task 704 Perform Site Visits:** DESIGN PROFESSIONAL will make site visits as required to review special construction issues and inspections with CONTRACTOR, CITY and RPR. A maximum of two (2) site visits attended by one (1) person from DESIGN PROFESSIONAL per month is anticipated. It is anticipated that other site visits may be combined with the periodic progress meetings to generally observe the progress of the work as part of the progress meeting task.

**Task 705 Shop Drawings and Data Submittals:** Scope as defined by Task 205.

To establish the basis for DESIGN PROFESSIONAL's compensation, up to six (6) submittals, including re-submittals, are budgeted to be reviewed as part of Basic Services for MANHOLE GRADE ADJUSTMENTS. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

**Task 706 Attend Progress Meetings:** Scope as defined by Task 206.



To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of one (1) progress meeting per month will be attended.

**Task 707 Review Substitutes and "Or Equal" Requests:** Scope as defined by Task 207.

A maximum five (5) reviews serves as the basis of the DESIGN PROFESSIONAL's compensation.

**Task 708 Review and Interpretation of Inspection Data:**

1. DESIGN PROFESSIONAL will receive rudimentary inspection data from inspection crews for a maximum of six hundred fifty (650) manholes. DESIGN PROFESSIONAL will make recommendation to raise or not raise the manhole.
2. DESIGN PROFESSIONAL will work with the Contractor to identify individual manhole needs based on condition. DESIGN PROFESSIONAL will review field data, interpret condition assessment inspection results, and make recommendations for rehabilitation or replacement based upon field data provided. CITY will have final authority on replacement of manholes.

**Task 709 Assist in Work Order Creation and Execution.** The DESIGN PROFESSIONAL will initiate the creation of the work order in the Hansen software. Once work orders have been created DESIGN PROFESSIONAL will utilize the document management system provided by CITY to track and execute the work order with the CONTRACTOR. The DESIGN PROFESSIONAL will negotiate and determine individual manhole costs in the field prior to construction. If any changes occur in the field, DESIGN PROFESSIONAL will revise the work order in Hansen to reflect field changes. Once individual manholes have been completed, DESIGN PROFESSIONAL will close out the work orders in Hansen. To establish the basis of DESIGN PROFESSIONAL's compensation, an average of forty-five (45) minutes per manhole for up to three hundred (300) manholes has been assumed.

**Task 710 Substantial Completion Inspection:** The DESIGN PROFESSIONAL shall provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work as needed. DESIGN PROFESSIONAL will not attend Substantial Completion Inspections.

**Task 711 Final Completion Inspection:** Final Completion Inspections will be conducted by the RPR. DESIGN PROFESSIONAL will not attend Final Completion Inspections.

## **TASK SERIES 800 – MANHOLE INSPECTIONS (MANHOLE GRADE ADJUSTMENTS)**

### **Task 801 Manhole Inspections**

The DESIGN PROFESSIONAL will perform surface or internal inspections of manholes citywide as identified by CITY. Manhole inspections will be completed in accordance with requirements found in the WSD Manhole Inspection Protocol, latest edition. Pipe diameters and pipe measurements from the rim to the pipe invert will be obtained in compliance with Protocol

accuracy requirements. Pipeline lamping will be conducted on all incoming and outgoing pipes to make a preliminary assessment of pipes that need to be cleaned in advance of CCTV due to obstructions or maintenance issues such as roots, debris, or grease that may inhibit the camera from passing.

Up to six hundred fifty (650) manhole inspections will be performed under this Agreement. Additional manhole inspections for this and other City projects will be performed as Optional Services upon authorization by City, or under a future amendment to the Design Professional Services Agreement. Expenses shall be billed on a unit cost hourly basis, as follows, and shall include all equipment and expenses necessary to complete the Scope.

### **Task 802 Deliverables**

DESIGN PROFESSIONAL shall prepare and provide deliverables in accordance with WSD protocols. An updated City ArcGIS 10.0 geodatabase following City schema provided by City with updated attributes and updated pipe network connectivity shall also be provided.

If the field crew spends a minimum of 20 minutes searching for a manhole and cannot locate it, the unfound manhole will be put on an Action List. Action List will be given to the City's Sewer Cleaning & CCTV Contractor to determine the location of unfound manholes through use of CCTV equipment. Program Manager will inspect manholes located by City's Sewer Cleaning & CCTV Contractor if accessible within the current contract time.

### **TASK SERIES 900 – RPR SERVICES (MANHOLE GRADE ADJUSTMENTS)**

DESIGN PROFESSIONAL will provide RPR services at the site to observe the construction work associated with the green infrastructure, distributed storage, and Water and Sewer System Improvements only as specified in the Construction Contract Documents.

1. Anticipated RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 300 is based on an anticipated construction schedule of ten (10) months. RPR services are based on providing:
  - One (1) full-time RPR for ten (10) consecutive months during the MANHOLE GRADE ADJUSTMENTS project construction period.
  - Additional RPR Services requested by the CITY will be provided by DESIGN PROFESSIONAL as Optional Services.
2. General Responsibilities: RPR will be on site from the CONTRACTOR's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will 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 substantial completion inspections and final completion inspections of the Work.

**Task 901 Schedules:** RPR will assist DESIGN PROFESSIONAL with the review of schedules as described in Task 605. RPR shall provide comments concerning their acceptability to DESIGN PROFESSIONAL.

**Task 902 Meeting and Conferences:** Scope as defined by Task 303.

**Task 903 Review of Work, Rejection of Defective Work, Inspections and Testing:** Scope as defined by Task 305.

**Task 904 Records:** Scope as defined by Task 306.

**Task 905 Reports and Document Review:** Scope as defined by Task 1007.

**Task 906 Work Order Development:** RPR will assist CITY's Project Manager with the development of work orders and assist with negotiation of other specialized services.

**Task 907 Payment Requisitions:** Scope is defined by Task 308.

**Task 908 Acceptance Testing:** RPR will observe acceptance testing for each manhole in the company the CONTRACTOR. RPR will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before distribution by the CITY. Acceptance testing will be performed continually through the project as the work is completed.

**Task 909 Substantial Completion Inspections:** After manholes have passed acceptance testing and restoration is substantially completed, RPR will conduct substantial completion inspection in the company the CONTRACTOR. RPR will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before distribution by the CITY. Substantial completion testing will be performed continually through the project as the work is completed.

**Task 910 Final Completion Inspection:** RPR shall verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance. Substantial completion testing will be performed continually through the project as the work is completed.

**Task 911 Field Office and Equipment:** The CONTRACTOR has not been required to provide a field office at the Work site for use by the MANHOLE GRADE ADJUSTMENTS project RPR. The RPR shall use a company assigned vehicle, to serve as a mobile office at the site of the Work.

## **OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance amount of \$112,760.63. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the DESIGN PROFESSIONAL approved to utilize any

allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

1. Field Testing Services. Field testing services is planned to be the responsibility of the CONTRACTOR under the Construction Contract Documents.
2. Additional RPR Services
3. Survey Services.
4. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY shall reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
5. Regulatory Coordination: Liaison with Regulatory Agencies.
6. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.
7. Assist CITY with responses to Envision verifier's requests for information.
8. Assist CITY with updating and re-submitting documentation based on Envisions verifier's feedback.
9. Assist CITY with presentation of Institute for Sustainable Infrastructure findings to stakeholders.
10. Additional Manhole Inspections
11. Additional time to find and access manholes

## **END OF SCOPE OF SERVICES**

**ATTACHMENT B**  
**ELECTRONIC FORMAT REQUIREMENTS**

**Drawings/plans**

Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI.

The first 3 characters for the drawings # and then add 3 dashes to separate the drawing name.

Drawing Examples:

001---Cover-Sheet-and-INDEX.tif

030---A1-1.tif

121---M01.11.tif

**CSI specification sections (project manuals)**

CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI.

CSI specification sections should be separated by division with no spaces.

Spec Examples:

Division-00.pdf

Division-01.pdf

Division-16.pdf

**ATTACHMENT C**

**SCHEDULE OF POSITION CLASSIFICATIONS**

**(Effective Through 12/31/15)**

<b><u>Position Classification</u></b>	<b><u>Classification Level</u></b>	<b><u>Hourly Compensation Range</u></b>
General Office*	5	\$7.00 - \$30.00
Technician*	6	\$10.00 - \$35.00
Assistant*	7	\$12.00 - \$45.00
	8	\$15.00 - \$50.00
	9	\$18.00 - \$60.00
Staff	10	\$22.00 - \$65.00
	11	\$25.00 - \$70.00
Senior	12	\$30.00 - \$75.00
	13	\$35.00 - \$85.00
Associate	14	\$40.00 - \$95.00
	15	\$50.00 - \$105.00
	16	\$55.00 - \$115.00
	17	\$65.00 - \$125.00

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$265 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (\*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency personnel will be billed to the City as if they were direct employees of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2015 and subject to revision thereafter.

## ATTACHMENT D

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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



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

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

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

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

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

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



# HRD Contractor Utilization Plan Approval

Date: August 13, 2015  
 To: Phillip Yelder, Human Relations Department  
 From: Leona Walton, Water Services Department  
 Subject: Contract/Project No.: 1259/81000679  
 Project Title: Target Green East Marlborough and Water Main Replacements - Phase I

<b>Funding:</b> <input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) <sup>1</sup> <input type="checkbox"/> State (DBE) <sup>1</sup> - Grant _____ <input type="checkbox"/> Other: <input checked="" type="checkbox"/>	
<b>Contract Category:</b> <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input checked="" type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:	
<b>Bid/Proposal Closing Date:</b> _____	<b>No. of Bidders/Proposers:</b> _____
<b>Recommended Bid/Proposal<sup>2</sup>:</b> \$1,090,000.00	
<b>Company:</b> Burns & McDonnell Engineering Company, Inc. <b>Contact:</b> John Pruss <b>Contact Email:</b> jjpruss@burnsmcd.com	<b>Address:</b> 9200 Ward Parkway, KCMO 64114 <b>Phone:</b> 816-627-4772 <b>Fax:</b> _____
<b>Additional Information:</b>    	

cc: Priya Iyengar, Project Manager

<b>FOR HUMAN RELATIONS DEPARTMENT USE ONLY</b>	
<b>The attached Contractor Utilization Plan is:</b>	
<input type="checkbox"/> Approved	<b>The Request for Best Faith Efforts Waiver is:</b>
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: _____% MBE & _____% WBE <b>or</b> _____% DBE	
_____	_____
Human Relations Department	Date

<b>FOR GRANTING AGENCY USE ONLY<sup>3</sup></b> <input type="checkbox"/> N/A
Approved by: _____
_____
Date

<sup>1</sup> DBE Programs apply to specific federal or state grant requirements.

<sup>2</sup> The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

<sup>3</sup> Federal and state grant agreements may require granting agency approval of contract goals.

# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000679 / Contact 1259 \_\_\_\_\_

Project Title Target Green East Marlborough and Water Main Replacements – Phase 1

\_\_\_\_\_  
(Department Project) Water Services  
Department

Burns & McDonnell Engineering Company, Inc.  
(Bidder/Proposer)

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

I, John Olander, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are **14 % MBE** and **11 % WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

### **BIDDER/PROPOSER PARTICIPATION:14% MBE 11% WBE**

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

- a. Name of M/WBE Firm Taliaferro & Browne, Inc.  
Address 1020 East 8<sup>th</sup> Street, Kansas City, MO 64106  
Telephone No. 816-283-3456  
I.R.S. No. 480758891

- b. Name of M/WBE Firm TREKK Design Group, LLC  
 Address 1441 East 104<sup>th</sup> St., Suite 105, Kansas City, MO 64131  
 Telephone No. 816-874-4656  
 I.R.S. No. 431953275
- c. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- d. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Taliaferro &amp; Brown</u>	<u>Contractor</u>	<u>\$152,100</u>	<u>100%</u>	<u>14%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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**TOTAL MBE \$ / TOTAL MBE %:**                      \$152,100                      14%

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK Design Group, LLC	Contractor	\$120,086	100%	11%
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		<u>\$120,086</u>		<u>11%</u>

\*"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

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested 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: John Pruss  
Address: 9400 Ward Parkway, Kansas City, MO 64114

Phone Number: 816-627-4772  
Facsimile number: \_\_\_\_\_  
E-mail Address: jjpruss@burnsmcd.com

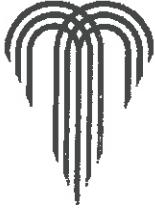
By: *John Pruss*  
Title: President  
Date: August 12, 2015  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 12th day of August, 2015

My Commission Expires: 3-14-16

*Angie Yelton*  
Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Project Number 81000679 / Contract 1259

Project Title Target Green East Marlborough and Water Main Replacements – Phase 1

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Resident Project Representative Construction Phase Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$152,100 or 14% of the total estimated contract value.

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

John Olander  
Signature: Prime Contractor  
John Olander  
Print Name  
President 8-12-15  
Title Date

Hagos E. Andebrhan  
Signature: M/W/DBE Subcontractor  
HAGOS E. ANDEBRHAN  
Print Name  
CEO 08/12/2015  
Title Date







**ATTACHMENT F**

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan (“OCP”)

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

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, 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 \_\_\_\_\_.
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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), 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.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



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

\_\_\_\_\_  
Affiant's signature

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

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT H**

**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 MISSOURI )

) ss.

COUNTY OF JACKSON )

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, 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: <http://www.kcmo.org/idc/groups/public/documents/waterservices/consentdecree.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.

\_\_\_\_\_  
Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), 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.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## ATTACHMENT I

### 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.	Taliaferro & Brown, Inc. Name: Leonard Graham Email: lgraham@tb-engr.com	Address: 1020 East 8 <sup>th</sup> Street Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
2.	TREKK Design Group, LLC Name: Kimberly Robinett Email: krobinett@trekkdesigngroup.com	Address: 1441 East 104 <sup>th</sup> Street Suite 105 Kansas City, MO 64131 Phone: 816-874-4656 Fax: 816-874-4665
3.	Name: Email:	Address: Phone: Fax:
4.	Name: Email:	Address: Phone: Fax:
5.	Name: Email:	Address: Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.  
 Submitted By: Rachelle L. Lowe  
 Title: Project Manager  
 Telephone No.: 816-822-4276  
 Fax No.: 816-333-3690  
 E-mail: [rllowe@burnsmcd.com](mailto:rllowe@burnsmcd.com)  
 Date: August 21, 2015

