

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 89002847 CONTRACT NO. 394
CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR
BLUE RIVER TRAIL: BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)
WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **Patti Banks Associates, L.L.C. dba Vireo** (“Design Professional”). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: providing construction administration services, performing construction observation/inspection services, furnishing record drawings, and conducting final project closeout for Blue River Trail, Brush Creek to Stadium Drive, Segment B.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$343,956.25, as follows:
 - 1. \$338,096.25 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$5,860.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of offset until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

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

Design Professional:

Patti Banks Associates, L.L.C.
Contact: Craig Rhodes
Address: 929 Walnut, Suite 700, Kansas City, MO 64106
Phone: (816) 756-5690
Facsimile: (816) 756-1606
E-mail address: craig@bevireo.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.

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

Attachment A – Scope of Services (See Exhibit B)

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – HRD Documents

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

Attachment E – Employee Eligibility Verification Affidavit

Attachment F – Non-Construction Subcontractors Listing

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

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. 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 D**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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: April 29, 2019

By: Linda deFlon

Name: Linda deFlon

Title: Owner

KANSAS CITY, MISSOURI

Date: 6/11/2019

DocuSigned by:
Terry Leeds

By: 78C58DD45610460...

Name: Terry Leeds

Title: Director of Water Services

Approved as to form:

DocuSigned by:
Mark Jones

0909E44CF75D420...
Assistant City Attorney

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

DocuSigned by:
Theresa Danielson 6/21/2019
E0E2BF64764D4B6...
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$150,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.shtm . For those Design Professionals enrolled in E-Verify, the first

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

ATTACHMENT A - SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT SERVICES (CMS)

for

BLUE RIVER TRAIL: BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)
PROJECT NO.: 89002847 CONTRACT NO.: 394

PROJECT DESCRIPTION

WSD has consulted with the Design Professional (DP), Vireo (Patti Banks Associates) to provide Design Professional/Resident Project Representative Construction Management Services for the project titled, “**Blue River Trail: Brush Creek to Stadium Drive (Segment B)**”. The Construction Management Services will have an estimated NTP of TBD, and an anticipated Final Completion of TBD (540 Calendar Days starting on the first day of the NTP, with the number of calendar days accounting for weather interruptions, and no extensions being given for weather reasons).

SCOPE OF SERVICES

The Scope Of Services (SOS) is organized into **three (3) Major Tasks**:

- 1.0—Construction Administration Services**
- 2.0—Construction Observation Services**
- 3.0—Project Documentation and Closeout**

GENERAL REQUIREMENTS

- G1. Design Professional (DP) shall advise and consult with the Water Services Department Project Manager during the Construction Phase Services. DP shall have authority to act on behalf of the Water Services Department only to the extent provided in the contract and with the concurrence of the Water Services Department.
- G2. DP shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall DP be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. DP shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- G3. DP’s review shall not constitute approval of safety precautions, unless otherwise specifically stated by DP, of any construction means, methods, techniques, sequences or procedures.
- G4. DP will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

- G5. DP will provide general consulting services to WSD staff during the execution of this project. Costs for this task are based on reasonable estimates of unspecified work efforts and serve as upper limits for services to be performed on an as-needed basis. Services provided under this task may include design modifications, and response to general questions.

TASK 1.0 CONSTRUCTION ADMINISTRATION SERVICES

During this phase, DP will provide a lead representative who will be directed by the Water Services Project Manager and serve as the lead administrative contact for the duration of this project. The lead representative will provide administration of the Contract between the Water Services Department and the Contractor, in accordance with the Missouri Department of Transportation (MoDOT) requirements as outlined in the Local Public Agency (LPA) manual.

- 1.1 DP will provide the following items under administrative services:
- 1.1.1 Keep and maintain project files of the contractor's certifications of materials incorporated into the project shop drawings.
 - 1.1.2 Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.
 - 1.1.3 Review and certify the amounts due the Contractor. DP's certification for payment shall constitute a representation to the Water Services Department, based on DP's evaluation of the Work and on the data comprising the Contractor's Application for Payment (KCMO Form 01290.01 Application for Payment 042914), and that the Work has progressed to the point indicated in accordance with the Contract Documents.
 - 1.1.4 Prepare Change Orders and Construction Change Directives for the Water Services Department's approval and execution in accordance with the Contract Documents.
 - 1.1.5 Review and respond to Requests for Information (RFIs) about the Contract Documents. Requests for Information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. DP's response to such requests shall be made in writing within any time limits mutually agreed upon. If appropriate, DP shall prepare and issue supplemental Drawings and Specifications in response to requests for information. WSD Project Manager shall be a part of the response process. Also, maintain records relative to changes in the Work; such as, RFP's, and RFI's.
 - 1.1.6 Review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.

- 1.1.7 DP's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, DP shall specify the appropriate performance and design criteria that such services must satisfy.
- 1.2 DP will maintain a record of submittals and copies of submittals supplied by the Contractor, and/or the Resident Project Representative in accordance with the requirements of the Contract Documents.

TASK 2.0 CONSTRUCTION OBSERVATION SERVICES

A Resident Project Representative will be furnished and shall act as directed by Water Services Department in order to provide a more extensive representation at the Project site during the Construction Phase. The Resident Project Representative will assist in the evaluation of the construction work through on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities as specified in the approved bid documents inclusive of the plans and specifications.

- 2.1 Resident Project Representative will attend the Pre-Construction Meeting with the Contractor, Water Services Department, and MoDOT to review the summary of work, construction schedule, and any related work restrictions.
- 2.2 Resident Project Representative shall attend monthly progress meetings initiated by the Contractor, throughout the duration of the project to discuss and assess the overall progress of construction and revisit the construction schedule as necessary. Resident Project Representative shall assist in providing updates of the meeting to the Water Services Department.
- 2.3 Daily Site Inspector shall visit the site daily to oversee the progress and quality of the Work completed, and to document and determine, in general, if the Work observed is being performed in accordance with the Contract Documents, and provide a Weekly Observation Report including photos to the Water Services Department Project Manager. Onsite responsibilities will also include:
 - 2.3.1 Complete field book documentation of contract pay items and document in project daily field diary. If deemed necessary, provide a brief daily update by email including pictures when available.
 - 2.3.2 Report to Water Services any deviations from the Contract Documents or from the most recent construction schedule submitted by the Contractor, including any opinions and suggestions regarding defects and deficiencies observed in the Work.

- 2.4 A licensed Resident Project Representative shall make periodic site visits as necessary to observe construction activities and to answer questions that the contractor or daily inspector might have.
- 2.5 Provide observation of the Stormwater Pollution Prevention Plan and erosion control measures as identified in the Contract Document.
- 2.6 Provide observation of the project traffic control and detour signage plans, and any work required by permits obtained by the contractor.
- 2.7 Resident Project Representative has the authority to reject Work that does not conform to the Contract Documents.
- 2.8 **MATERIALS TESTING:** During the construction period, Daily Site Inspector shall administer and coordinate the materials testing program with the contractor and City Lab. Daily Site Inspector shall verify the contractor is performing material testing at regular intervals to verify that materials and workmanships are in conformance with the Contract Documents. These services shall include cast-in-place concrete testing, pavement testing and earthwork testing.
- 2.9 **SUBSTANTIAL and FINAL COMPLETION, and PUNCH LISTS:** Resident Project Representative shall assist Water Service Department staff to schedule and Conduct the project closeout. Following satisfactory substantial completion, Resident Project Representative shall assist Water Service Department staff to schedule and conduct a final inspection.
 - 2.9.1 Resident Project Representative shall conduct substantial and final walk-throughs, compile notes and distribute to the Contractor and Water Service Department Project Manager.
 - 2.9.2 After substantial completion, and prior to final completion walk-through(s); Resident Project Representative shall prepare a punch list of corrective items (from compiled walk-through notes) which will address remaining work as required by the Contract Documents.
 - 2.9.3 Complete and submit to Water Service Department, final paperwork required by the Contract Document.
 - 2.9.4 Review final pay estimates and the final change order and submit to WSD Project Manager.
 - 2.9.5 Conduct final Closeout meeting.

- 2.10 **SPECIAL INSPECTIONS:** Resident Project Representative or qualified third party shall perform the required inspections for the railroad underpass structures per the construction contract; the inspection will include but not be limited to the canopy construction, and all other appurtenances associated with the canopies per the plans and specifications.

TASK 3.0 PROJECT DOCUMENTATION AND CLOSEOUT

- 3.1 **PROJECT COMPLETION:** DP shall receive from the Contractor and forward to the Water Services Department, for their review records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; issue Certificates of Substantial Completion; and issue a final Certificate for Payment based upon completion of all punch lists indicating the Work complies with the requirements of the Contract Documents.
- 3.2 **OPERATION AND MAINTENANCE (O&M) MANUALS:** DP shall work with the contractor in organizing the closeout submittals into a manual with table of contents and labeled tabs and submit to Water Services Department one (1) digital copy of manual and (3) hardcopies in 3 ring binders.
- 3.3 **RECORD DRAWINGS:** DP shall review the Contractor's set of record drawings showing changes made during construction as the work progressed. DP's work does not include preparation of record drawings. DP shall submit to Water Services Department one (1) digital set of record construction drawings.
- 3.4 **PROJECT CLOSEOUT:** DP shall forward to the Water Services Department the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Water Services Department against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- 3.5 **WARRANTY WALK:** Upon request of the Water Services Department, and prior to one year after the date of Substantial Completion; or, such longer period of time as may be prescribed by Laws or Regulations, DP shall conduct a site review walk-through with the Water Services Department.
- 3.5.1 Prior to final walk-through submit to contractor a list of items observed as needing correction.
- 3.5.2 Attend final walk-through of the project, compile notes and distribute the final punch list to the contractor and Water Services Department Project Manager.
- 3.5.3 Complete and submit to Water Services Department, final paperwork required by the contract documents.
- 3.5.4 Review final pay estimates, and the final change order and submit to the Water Services Department Project Manager.
- 3.6 **FINAL CLOSEOUT MEETING:** DP shall attend final closeout meeting.

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps Downstream and 512 Kbps Upstream**

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all “As-Built Drawings”, catalog cuts and Owner's Operation and Maintenance manuals in digital format.

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C

**ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS**

Fee Estimate - Construction Management Services - Blue River Trail (Segment B)

TASK		COST (\$) ESTIMATE		
		Vireo (WBE)	T&B (MBE)	TOTALS
1.0 CONSTRUCTION ADMINISTRATION SERVICES		\$39,306.82	\$33,480.13	\$72,786.95
1.1	Provide Administrative Services			
1.1.1	General Administration	\$14,309.40	\$7,488.13	\$21,797.53
1.1.2	Transportation, Equipment and Tools			
1.1.3	Pay Application Review	\$3,215.10	\$4,985.60	\$8,200.70
1.1.4	Prepare Change Orders and Construction Change Directives	\$9,243.42	\$4,985.60	\$14,229.02
1.1.5	Review and Respond to RFI's	\$2,893.59	\$4,985.60	7879.19
1.1.6	Review Shop Drawings, Product Data and Samples	\$6,430.21	\$11,035.20	\$17,465.41
1.6	Manage and Maintain Records of Submittals and Copies of Submittals	\$3,215.10	\$0.00	\$3,215.10
2.0 CONSTRUCTION OBSERVATION SERVICES		\$30,115.70	\$221,177.03	\$251,292.73
2.1	Attend Pre-Con Meeting	\$914.43	\$953.95	\$1,868.38
2.2	Attend Monthly Progress Meetings	\$10,079.67	\$8,475.52	\$18,555.19
2.3	Daily Site Inspection	\$0.00	\$170,726.40	\$170,726.40
2.4	Periodic Site Visits (in addition to daily inspection)	\$10,751.87	\$17,459.33	\$28,211.20
2.5	Oversee Compliance of SWPPP	\$1,607.55	\$0.00	\$1,607.55
2.6	Oversee Compliance with Traffic Control and Permit Requirements	\$0.00	\$0.00	\$0.00
2.8	Materials Testing Services (coordination with City Lab Only)	\$0.00	\$8,353.92	\$8,353.92
2.9	Complete Substantial and Final Punchlists	\$0.00	\$0.00	\$0.00
2.9.1	Conduct Final Walk Through	\$1,235.94	\$1,660.45	\$2,896.39
2.9.2	Prepare Punch List	\$2,793.40	\$3,805.47	\$6,598.87
2.9.3	Complete and Submit Final Paperwork	\$1,929.06	\$536.26	\$2,465.32
2.9.4	Review Final Pay Estimate	\$321.51	\$536.26	\$857.77
2.9.5	Attend Final Closeout Meeting	\$482.27	\$625.63	\$1,107.90
2.10	Special Inspections (Retaining Walls and RR Canopy)	\$0.00	\$8,043.84	\$8,043.84
3.0 PROJECT DOCUMENTATION AND CLOSEOUT		\$5,210.31	\$8,806.26	\$14,016.57
3.1	Project Completion: Distribute Contractor's Paperwork to Owner	\$321.51	\$625.63	\$947.14
3.2	O & M Manual: Distribute to Owner (prepared by contractor)	\$321.51	\$1,251.26	\$1,572.77
3.3	As-Builts: Review Submittal by Contractor and Distribute to Owner	\$2,959.74	\$3,307.52	\$6,267.26
3.4	Provide all necessary Contractual Project Closeout documents	\$643.02	\$1,622.75	\$2,265.77
3.5	Conduct Warranty Walk-Through	\$643.02	\$1,373.47	\$2,016.49
3.6	Attend Final Project Closeout Meeting	\$321.51	\$625.63	\$947.14
TOTAL For TASKS 1.0, 2.0, AND 3.0		\$74,632.83	\$263,463.42	\$338,096.25
Percent of Labor		22%	78%	100%

Direct Expense Estimate

\$1,500.00	\$4,360.00	\$5,860.00
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TOTAL FEE (with expenses)

\$76,132.83	\$267,823.42	\$343,956.25
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Schedule of Position Classifications

Vireo	
Assoc. I	\$ 18.99
Assoc. II	\$ 25.16
Assoc. III	\$ 26.44
Assoc. IV	\$ 34.41
Principal	\$ 48.76

Taliaferro & Browne	
Engineer VIII	\$ 51.45
Engineer VII	\$ 41.00
Engineer/Architect VIII	\$ 44.10
Inspector ET VI	\$ 27.00
Admin. Asst. III	\$ 23.00
Survey Crew	\$ 48.27
Principal	\$ 62.00

ATTACHMENT D

HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 89002847 (B)

Project Title Blue River Trail (Segment B)

KC Water Stormwater
(Department Project) Department

Patti Banks Associates dba Vireo
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Linda deFlon, 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 15 % MBE and 10 % 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: 29.58 % MBE 20.70 % 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 Patti Banks Associates dba Vireo
Address 929 Walnut, Suite 700, Kansas City, MO 64106
Telephone No. 816-756-5690
I.R.S. No. 43-1714841

- b. Name of M/WBE Firm Tailiaferro & Browne
 Address 1020 East 8th Street, Kansas City, MO 64108
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891

- 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>Tailiaferro & Browne</u>	_____	<u>\$ 100,000</u>	_____	<u>29.58%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

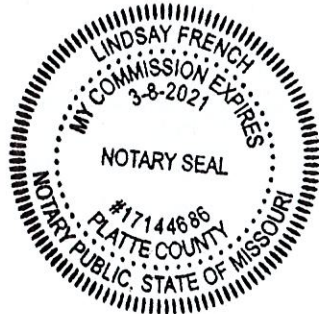
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting 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: Craig Rhodes
Address: 929 Walnut, Suite 700, Kansas City, MO 64106
Phone Number: 816-777-3007
Facsimile number: 816-756-1606
E-mail Address: craig@bevireo.com

By: *Linda deFlon*
Title: Owner
Date: 4-29-2019
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 29th day of April, 2019.

My Commission Expires: 3/8/2021
Lindsay French
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number 89002847 (B)

Project Title Blue River Trail (Segment B)

Patti Banks Associates dba Vireo ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne ("MW/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 MW/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Construction administration services, construction observation, attend monthly progress meetings, daily inspection services including site visits, review of contractor submittals

for an estimated amount of \$ 100,000 or 29.58 % of the total estimated contract value.

MW/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 MW/DBE Subcontractor in the capacities indicated herein, and MW/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Linda deFlon
Signature: Prime Contractor

Linda deFlon
Print Name

Owner
Title Date

Leonard J. Graham
Signature: MW/DBE Subcontractor

Leonard J. Graham
Print Name

President 4-20-19
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Linda deFlon, acting in my capacity as Owner
(Name) *(Position with Firm)*
of Patti Banks Associates dba Vireo, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days 75 days 135 days
30 days 90 days 150 days
45 days 105 days 165 days
60 days 120 days 180 days
Other 540 Days (Specify)

Throughout 540 Days Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 _____% Middle 1/3 _____% Final 1/3 _____%

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

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

Linda deFlon
(Signature)

Owner
(Position with Firm)

4-29-2019
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

for the MBE/WBE firm _____ which is currently
(Name of old firm)
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____.
(Scope of work of old firm)

b. ____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
 _____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

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

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

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

- ___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- ___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____
(Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT E

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 29th day of April, 2019, before me appeared Linda deFlon, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Owner (title) of Patti Banks Associates dba Vireo (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Linda deFlon
Affiant's signature

Subscribed and sworn to before me this 29th day of April, 2019.

Lindsay French
Notary Public

My Commission expires:
3/8/2021



ATTACHMENT F

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Taliaferro & Browne Name: <u>Richard Montgomery</u> Email: <u>rmontgomery@tb-engr.com</u>	Address: <u>1020 East 8th Street, Kansas City, MO 64108</u> Phone: <u>816-283-3456</u> Fax: <u>816-283-0810</u>
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name:	<u>Patti Banks Associates dba Vireo</u>
Submitted By:	<u>Linda deFlon</u>
Title:	<u>Owner</u>
Telephone No.:	<u>816-756-5690</u>
Fax No.:	<u>816-756-1606</u>
E-mail:	<u>linda@bevireo.com</u>
Date:	<u>4-29-2019</u>

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 394 PROJECT NO. 89002847
CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR
BLUE RIVER TRAIL: BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates, L.L.C. dba Vireo (Design Professional). The parties amend the Agreement entered into on June 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated June 21, 2019 in the amount of \$343,956.25; and

WHEREAS, the City desires to execute a no-cost Amendment No. 1 to correct the Engineering Fee Summary and Schedule of Position Classifications; and

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

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

- A. Delete and replace the following section(s):
 - a. Delete Attachment C, Engineering Fee Summary and Schedule of Position Classifications, and replace with the attached Attachment C, Engineering Fee Summary and Schedule of Position Classifications.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: 09-30-2019

Linda deFlon

Title:

Owner

KANSAS CITY, MISSOURI

By:

Date: 10/23/2019

DocuSigned by:
Terry Leeds
78C58DD45610460...

Title:

Director, KC Water

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...

Assistant City Attorney

ATTACHMENT C

ENGINEER FEE SUMMARY AND SCHEDULE OF POSITION CLASSIFICATIONS

ATTACHMENT C

Fee Estimate - Construction Management Services - Blue River Trail (Segment B)

TASK		COST (\$) ESTIMATE		
		Vireo (WBE)	T&B (MBE)	TOTALS
1.0 CONSTRUCTION ADMINISTRATION SERVICES		\$39,306.82	\$33,480.13	\$72,786.95
1.1	Provide Administrative Services			
1.1.1	General Administration	\$14,309.40	\$7,488.13	\$21,797.53
1.1.2	Transportation, Equipment and Tools			
1.1.3	Pay Application Review	\$3,215.10	\$4,985.60	\$8,200.70
1.1.4	Prepare Change Orders and Construction Change Directives	\$9,243.42	\$4,985.60	\$14,229.02
1.1.5	Review and Respond to RFI's	\$2,893.59	\$4,985.60	7879.19
1.1.6	Review Shop Drawings, Product Data and Samples	\$6,430.21	\$11,035.20	\$17,465.41
1.6	Manage and Maintain Records of Submittals and Copies of Submittals	\$3,215.10	\$0.00	\$3,215.10
2.0 CONSTRUCTION OBSERVATION SERVICES		\$30,115.70	\$221,177.03	\$251,292.73
2.1	Attend Pre-Con Meeting	\$914.43	\$953.95	\$1,868.38
2.2	Attend Monthly Progress Meetings	\$10,079.67	\$8,475.52	\$18,555.19
2.3	Daily Site Inspection	\$0.00	\$170,726.40	\$170,726.40
2.4	Periodic Site Visits (in addition to daily inspection)	\$10,751.87	\$17,459.33	\$28,211.20
2.5	Oversee Compliance of SWPPP	\$1,607.55	\$0.00	\$1,607.55
2.6	Oversee Compliance with Traffic Control and Permit Requirements	\$0.00	\$0.00	\$0.00
2.8	Materials Testing Services (coordination with City Lab Only)	\$0.00	\$8,353.92	\$8,353.92
2.9	Complete Substantial and Final Punchlists	\$0.00	\$0.00	\$0.00
2.9.1	Conduct Final Walk Through	\$1,235.94	\$1,660.45	\$2,896.39
2.9.2	Prepare Punch List	\$2,793.40	\$3,805.47	\$6,598.87
2.9.3	Complete and Submit Final Paperwork	\$1,929.06	\$536.26	\$2,465.32
2.9.4	Review Final Pay Estimate	\$321.51	\$536.26	\$857.77
2.9.5	Attend Final Closeout Meeting	\$482.27	\$625.63	\$1,107.90
2.10	Special Inspections (Retaining Walls and RR Canopy)	\$0.00	\$8,043.84	\$8,043.84
3.0 PROJECT DOCUMENTATION AND CLOSEOUT		\$5,210.31	\$8,806.26	\$14,016.57
3.1	Project Completion: Distribute Contractor's Paperwork to Owner	\$321.51	\$625.63	\$947.14
3.2	O & M Manual: Distribute to Owner (prepared by contractor)	\$321.51	\$1,251.26	\$1,572.77
3.3	As-Builts: Review Submittal by Contractor and Distribute to Owner	\$2,959.74	\$3,307.52	\$6,267.26
3.4	Provide all necessary Contractual Project Closeout documents	\$643.02	\$1,622.75	\$2,265.77
3.5	Conduct Warranty Walk-Through	\$643.02	\$1,373.47	\$2,016.49
3.6	Attend Final Project Closeout Meeting	\$321.51	\$625.63	\$947.14
TOTAL For TASKS 1.0, 2.0, AND 3.0		\$74,632.83	\$263,463.42	\$338,096.25
Percent of Labor		22%	78%	100%

Direct Expense Estimate

\$1,500.00

\$4,360.00

\$5,860.00

TOTAL FEE (with expenses)**\$76,132.83****\$267,823.42****\$343,956.25**

ATTACHMENT C
SCHEDULE OF POSITION CLASSIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES
BLUE RIVER TRAIL
BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)

VIREO

Classification	Raw Salary (Low)	Raw Salary (High)
Principal	\$45.00	\$50.00
Associate V	\$37.50	\$44.25
Associate IV	\$33.00	\$38.25
Associate III	\$26.30	\$33.15
Associate II	\$25.00	\$30.00
Associate I	\$18.75	\$24.75

ATTACHMENT C
SCHEDULE OF POSITION CLASSIFICATIONS
CONSTRUCTION MANAGEMENT SERVICES
BLUE RIVER TRAIL
BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)

TALIAFERRO & BROWNE, INC.

Classification	Raw Salary (Low)	Raw Salary (High)
Engineering Technician I	\$10.50	\$13.64
Engineering Technician II	\$13.65	\$16.79
Engineering Technician III	\$16.80	\$19.94
Engineering Technician IV	\$19.95	\$23.09
Engineering Technician V	\$23.10	\$26.24
Engineering Technician VI	\$26.25	\$36.74
Engineering Technician VII	\$36.75	\$47.24
Engineer/Architect I	\$19.50	\$23.09
Engineer/Architect II	\$23.10	\$26.24
Engineer/Architect III	\$26.25	\$29.39
Engineer/Architect IV	\$29.40	\$32.54
Engineer/Architect V	\$32.55	\$35.69
Engineer/Architect VI	\$35.70	\$38.84
Engineer/Architect VII	\$38.85	\$42.99
Engineer/Architect VIII	\$43.00	\$52.49
Engineer/Architect IX	\$52.50	\$55.28
Engineer/Architect X	\$55.27	\$57.00
Professional Land Surveyor I	\$21.00	\$25.19
Professional Land Surveyor II	\$25.20	\$29.39
Professional Land Surveyor III	\$29.40	\$33.59
Professional Land Surveyor IV	\$33.60	\$44.09
Administrative Assistant I	\$10.50	\$15.74
Administrative Assistant II	\$15.75	\$20.99
Administrative Assistant III	\$21.00	\$26.24
Principal	\$57.00	\$63.00

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 394 PROJECT NO. 89002847
CONSTRUCTION MANAGEMENT SERVICES (CMS) FOR
BLUE RIVER TRAIL: BRUSH CREEK TO STADIUM DRIVE (SEGMENT B)
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates, L.L.C. dba Vireo (Design Professional). The parties amend the Agreement entered into on June 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated June 21, 2019 in the amount of \$343,956.25; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$76,000.00, to amend the total contract amount to \$419,956.25; and

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

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

A. Delete and replace the following section(s):

- a. Delete Sec. 4, Compensation and Reimburseables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimburseables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$343,956.25, as follows:

1. \$338,096.25 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$5,860.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors

office personnel labor costs shall be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)