

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 81000832 CONTRACT NO. 1507

SEWER SEPARATION: 40TH AND MONROE

OFFICE OF THE CITY MANAGER

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project Description.

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

The City of Kansas City, Missouri is undertaking a project to separate the combined sewers contributing to eight (8) combined sewer overflow (CSO) outfall. These outfalls include: 041, 043, 044, 045, 046, 047, 049 and 050, within the Lower Blue River Basin. The approximate project boundaries are 36th Street to the north, 43rd Street to the south, Spruce Avenue to the East, and Benton Boulevard to the west. The tributary area contributing to the eight CSO outfalls is approximately 220 acres.

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

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

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

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by

Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,056,000.00, as follows:
1. \$632,076.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$278,791.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$145,133.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. Each Optional Service shall be specifically authorized by City in writing, and a

maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Office of the City Manager

Andy Shively, P.E.

Special Assistant City Manager

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0304

Facsimile: (816) 513-0226

E-mail address: andy.shively@kcmo.org

Design Professional:

HDR Engineering, Inc.

Charlie Sievert, PE

10450 Holmes Road – Suite 600

Kansas City, Missouri 64131

Phone: (360) 360-2790

E-mail address: Charlie.sievert@hdrinc.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

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

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – Unit Costs

Attachment E – Licensed Geographical Information System Data

Attachment F – HRD Documents

1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver

2. 00450.01: Letter of Intent to Subcontract

3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization

4. 00470 HRD Form 11: Request for Modification or Substitution

5. 01290.14: Contractor Affidavit for Final Payment

6. 01290.15: Subcontractor Affidavit for Final Payment

Attachment G – Employee Eligibility Verification Affidavit

Attachment H – Truth-In-Negotiation Certificate

Attachment I – Affidavit of Compliance with the Federal Consent Decree

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

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

Attachment J – Non-Construction Subcontractors Listing

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

Sec. 11. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a

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

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 13. Effectiveness Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 2/21/19

By: 

Name: Joseph E. Drimmel, P.E.

Title: Sr. Vice President

KANSAS CITY, MISSOURI

Date: 3/19/19

By: 

Name: Andy Shively, P.E.

Title: Special Assistant City Manager

Approved as to form:


Assistant City Attorney

Date

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

for Therese Davidson 3-21-19
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. **Severability of Interests Coverage** applying to Additional Insureds

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

c. **No Contractual Liability Limitation** Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

Section 24. Truth-In-Negotiation Certificate

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

Section 25. Consent Decree Project

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and

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

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

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

ATTACHMENT A
SCOPE OF SERVICES

Design Professional: HDR Engineering, Inc.
Owner: City of Kansas City, Missouri
Project: Sewer Separation: 40th and Monroe
City DPS No: 1507
City Project No: 81000832

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the separation of combined sewers located upstream of Combined Sewer Outfalls 041, 043, 044, 045, 046, 047, 049 and 050 of the Lower Blue River Basin in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri intends to separate the combined sewers that are located in the tributary area contributing to Combined Sewer Outfalls 041, 043, 044, 045, 046, 047, 049 and 050. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the services described herein.
- B. Federal Consent Decree. Portions of this Project are included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The City is undertaking the Project as mandated by the Federal Consent Decree to prepare design documents for separation of approximately 220 acres of the combined sewer system and elimination of select Outfalls and/or Diversion Structures. The project boundaries are generally 36th Street to the north, 43rd Street to the south, Spruce Avenue to the east and Benton Boulevard to the west.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide final design, bid phase, and construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
 - 1. Performance of professional engineering services necessary to develop preliminary design for the separation of combined sewers located upstream of Outfalls 041, 043, 044, 045, 046, 047, 049 and 050 in the Lower Blue River Basin. The preliminary design shall expand on the plan for combined sewer separation as identified in the City of Kansas City, Missouri's *Lower Blue River Basin Development of Preliminary Improvement Scenarios Technical Memorandum* dated July 2008 and *40th Street and Monroe Avenue*

Stormwater Improvements Memorandum of Findings and Recommendations dated March 2013.

Requested services include field survey, dyed water testing and smoke testing; sewer system evaluation including recording defects identified during smoke testing; utility investigations; review of CITY provided flow metering data and CCTV data; analysis of anticipated dry weather sanitary flows; determination of anticipated post separation peak wet weather sanitary flows and stormwater flows; overland flow open channel evaluation for design events greater than the capacity of the proposed storm sewers; coordination with CITY departments and utility infrastructure planning; preparation of concept alternatives analysis and opinion of probable construction costs.

F. Project Needs/Goals

1. Determine deficient sewer structures and surface features that contribute to local flooding and basement backups
2. A detailed analysis of the existing combined sewer for use as either a storm sewer system or as a sanitary sewer system.
3. Recommended improvement alternatives, opinion of probable construction costs and construction schedule required to address deficiencies identified above for the sanitary and storm systems.
4. Preliminary design for new separate storm or sanitary sewer systems or a combination of both based on recommended improvements.
5. Conceptual design for potential Green Stormwater Infrastructure (GSI).
6. Conceptual design for water main replacements.

G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 - Public Involvement
3. Task Series 300 - Field Investigations and Data Review
4. Task Series 400 - Alternatives Evaluation
5. Task Series 500 - Preliminary Design
6. Task Series 600 - Envision Sustainability Design

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

I. Construction Cost Opinions. Opinion of probable construction costs developed shall generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to

methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project costs will not vary from DESIGN PROFESSIONAL's opinion of probable construction costs. The cost opinions' level of accuracy will be as noted in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Time is of the essence; DESIGN PROFESSIONAL shall complete Work described in the Basic Scope of Services within the following calendar days:
 - 1. All services through Task Series 600 shall be completed within 310 calendar days following the CITY's issuance of a Notice to Proceed. The project schedule will be extended by the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide written comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a twenty one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Work not specifically identified herein shall not be performed without written authorization from the CITY.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

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

Task 103 Subconsultant Agreements and Administration

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

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by the CITY, the DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY to review and establish project milestones and sustainability goals, and outline high-level sustainability approaches to meet Envision™ credit requirements. The DESIGN PROFESSIONAL shall review lines of communication, project procedures, Engineer's proposed work plan, and other logistics of project execution, including resource loaded project schedule and content of subsequent monthly progress meetings. The DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting, and prepare and distribute meeting minutes within one week after the meeting.

Task 106 Work Plan

DESIGN PROFESSIONAL shall prepare a written draft Work Plan for CITY's review and acceptance. CITY will provide a format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

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

Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 14 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY'S comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY'S comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Monthly Progress Meetings

The DESIGN PROFESSIONAL shall participate in up to nine (9) monthly progress meetings with the CITY to review work progress, budget and schedule, current issues, anticipated future activities, and variances in the potential scope of work. Prepare and submit an agenda to CITY

prior to each meeting and prepare and distribute meeting minutes within one week after each meeting.

Task Series 200 - PUBLIC INVOLVEMENT

Task 201 Public Meeting Assistance

Assist CITY in conducting one (1) public meeting for all property owners within the project area. The meeting shall be conducted after selection of the conceptual design alternative. The meeting will focus on communicating to residents and stakeholders the anticipated nature, location, and schedule of planned work in the project area. The meetings shall also serve as a public education opportunity for businesses and citizens to better understand the implications of the proposed improvements, what the businesses and private citizens need to implement on their own to assist the CITY in full implementation of the improvements, and to provide them with information on the sanitary sewer systems with respect to existing and proposed conditions.

1. DESIGN PROFESSIONAL will provide the CITY's Project Manager with suggested meeting dates, meeting times and venues and make necessary arrangements for meetings. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by DESIGN PROFESSIONAL.
2. Provide CITY with project area boundaries in order to determine mailing addresses for notifications. CITY will prepare mailings to businesses and property owners within the project and notify City Council representatives whose districts fall within the project area boundaries. DESIGN PROFESSIONAL shall utilize the CITY-approved printing portal to create, print and mail outreach materials. The DESIGN PROFESSIONAL will follow CITY-approved outreach processes for the distribution of outreach materials. Costs related to printing, mailing distribution, copies and postage will be paid for by the DESIGN PROFESSIONAL.
3. Research immediate and surrounding areas to identify key stakeholders, homeowners' associations and business associations.
4. CITY will provide templates of outreach materials, including social media communication, postcards, fact sheets, letters, agendas, presentations, display board headers and comment cards. DESIGN PROFESSIONAL shall use the CITY's printing portal to print all meeting materials and pay all related costs.
5. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
6. Attend and assist CITY in conducting the public meetings and address technical questions posed by attendees.
7. Prepare Meeting minutes which shall include summary of all resident concerns expressed at the meeting and the expected approach for resolution of each concern. The DESIGN PROFESSIONAL will submit draft minutes within 5 calendar days after the public meeting to the CITY. Comments and revisions shall be submitted back to the DESIGN PROFESSIONAL within 5 calendar days.

8. At the conclusion of the public meeting, the DESIGN PROFESSIONAL shall provide the CITY with a report summarizing:
 - a. Names, contact information and dates that each stakeholder or association was contacted.
 - b. Social media channels utilized to reach residents/stakeholders, including number of messages sent via each media outlet and resulting engagement
 - c. Number of addresses which received postcards and follow-up fact sheets/letters.
 - d. Number of public meeting attendees
9. DESIGN PROFESSIONAL will update meeting information located on Aconex for Consent Decree reporting purposes

Task 202 Communication with Property Owners

Assist CITY with responding to inquiries from businesses, stakeholders and property owners throughout the duration of the smoke testing, dye testing, and preliminary design phase of the project; document communications with property owners; and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media.

DESIGN PROFESSIONAL will communicate clearly and regularly with impacted property owners and foster ongoing involvement with the design team and the CITY. DESIGN PROFESSIONAL will provide the following services to include:

Deliverables:

- Assist City Project Manager in fielding responses to 311 calls and responses to project communications
- Identifying community events where project updates may be provided in a more casual setting (targeting residents and community members who normally wouldn't attend a structured meeting)
- Building a contact list from canvassing the local businesses and neighborhoods (addresses, email addresses, and phone numbers) to support outreach efforts throughout the project (DESIGN PROFESSIONAL will provide the CITY with documentation of interactions and add background information where appropriate).

Task 203 Stakeholder Workshops

Conduct up to four (4) 2-hour stakeholder meetings, with key persons and organizations that have been identified as playing a role in successful project implementation. The meetings will present the results of the preliminary evaluations for consideration and review.

DESIGN PROFESSIONAL will attend each public meeting and assist the CITY Project Manager in facilitating each meeting to collect feedback and to advance the design of the project to include added community benefits. DESIGN PROFESSIONAL will provide the following services to include:

Deliverables:

- DESIGN PROFESSIONAL shall use the CITY's printing portal to print all meeting materials and pay all related printing and mailing costs. CITY will provide templates of outreach and materials, including social media communication, postcards, fact sheets, letters, agendas, presentations, display board headers and comment cards.
- Prepare Meeting minutes which shall include summary of all resident concerns expressed at the meeting and the expected approach for resolution of each concern. The DESIGN PROFESSIONAL will submit draft minutes within five (5) calendar days after the public meeting to the CITY. Comments and revisions shall be submitted back to the DESIGN PROFESSIONAL within five (5) calendar days.
- At the conclusion of the public meeting, provide the CITY with a report summarizing:
 - Names, contact information and dates that each stakeholder or association was contacted.
 - Social media channels utilized to reach residents/stakeholders, including number of messages sent via each media outlet and resulting engagement.
 - Number of addresses which received postcards and follow-up fact sheets/letters.
 - Number of public meeting attendees
- Update meeting information located on Aconex for Consent Decree reporting purposes

Task Series 300 - FIELD INVESTIGATIONS AND DATA REVIEW

Task 301 Review Existing Reports, GIS and Field Data

The DESIGN PROFESSIONAL shall compile and review pertinent existing data and reports, CCTV, manhole inspections and GIS information provided by the CITY, and other related data obtained previously by or for CITY within the project area.

The DESIGN PROFESSIONAL shall review CCTV inspection data for up to 40,000 linear feet of pipe and manhole inspection reports for up to 190 manholes provided by the CITY, smoke testing results and dye testing results performed by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall identify defects in main sewers, manholes, service laterals and also identify obvious private I/I defects from smoke testing. Reference applicable protocols for field data evaluation guidance. Applicable protocols include:

1. Manhole Inspection Protocol dated July 2014
2. Smoke Testing Protocol dated October 2017
3. CCTV Investigation Protocol dated July 2016
4. Dyed Water Testing Protocol dated September 2013

Deliverables:

1. Data gap analysis with recommendation for additional field investigations.

Task 302 Smoke Testing

1. Smoke Testing Notification and Door Hangers

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

Two to four days prior to smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The CITY will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers. In addition, provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personal as specified by the CITY. If an unexpected weather event delays smoke testing after mailers are distributed, it will be OPTIONAL SERVICES for DESIGN PROFESSIONAL to redistribute door hangers.

2. Smoke Testing Performance

The DESIGN PROFESSIONAL shall perform smoke testing on 40,000 LF of sewer pipe on pipe segments 8" up to 39" in the project area to identify I/I sources from both the public and private (limit to smoke testing) sector, and develop field maps using system maps provided by the CITY. Smoke testing shall be completed in accordance with requirements found in the Smart Sewer Smoke Testing Protocol, dated October 2017. Suspect inflow sources will not be allowed to be submitted on inspection forms or in the database(s). All suspect inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per feet basis as listed in **Attachment D**.

The DESIGN PROFESSIONAL shall summarize I/I sources identified from smoke testing, and prepare & provide deliverables in accordance with the protocols. A running summary of identified I/I sources during the course of the project shall be kept for review at the progress meetings.

Task 303 Dyed Water Testing

Dyed water testing of suspected inflow sources identified by smoke testing shall be performed at up to 30 locations to verify their direct connection to the combined sewer system. The DESIGN PROFESSIONAL shall obtain approval and coordinate locations for dyed water testing with the CITY. Dyed water testing shall be completed in accordance with requirements found in the WSD Dyed Water Testing Protocol, dated September 2013 to identify inflow sources from both the public and private sources. Suspect inflow sources will not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. Solutions on specifically what to fix or repair to remove these inflow sources shall be made by experienced personnel at the time of the field confirmation, not during office analysis. Confirmation of repair solutions must be reviewed and confirmed during preliminary design. These potential inflow sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, interior roof drainage, and other public or

private infrastructure. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on CITY field forms. Payment for each dyed water test shall be on a unit price basis for each test as listed in **Attachment D**. If CCTV is required in conjunction with dyed water testing payment for CCTV shall be on an hourly rate basis as listed in **Attachment D**.

Task 304 Summary of Results for Dyed Water Testing and Smoke Testing

Summarize I/I sources identified from smoke and dyed water testing conducted by the DESIGN PROFESSIONAL. A running summary, including a map, of identified I/I sources during the course of the project shall be kept for review at progress meetings.

Task 305 Topographic Survey

Conduct topographic survey in sufficient detail to serve as the basis for preliminary design. Additional topographic survey may be completed during final design, if required. Existing conditions shall be surveyed to determine critical features within the Project area. The survey will be delivered in standard text file, electronic topographic survey files including contours at a one (1.0) foot contour interval in CAD format.

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey along easements where existing combined sewers are located, within existing public right-of-way and street corridors from right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required. The topographic survey will include the location of combined sewers, storm sewers, sanitary sewers, waterlines, and stormwater inlets and structures, power poles, telephone poles, utilities, sidewalks, streets, driveways, trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas), and structures and other visible improvements within the survey boundaries. Surveys shall only extend 50 feet past the most upstream inlet on combined sewers since it is likely that any sewers above the first inlet will remain in service as sanitary sewers. Surveys of existing sanitary sewer lines outside of the street rights-of-way are not required since it is likely that these will remain in service as sanitary sewers. Manholes shall be named as shown in the CITY's GIS.
3. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc.
4. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.

5. **Locate Geotechnical Borings** - Survey will provide field locations of all soil borings performed during geotechnical investigations.

Task 306 Geotechnical Investigations

Conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered. Obtain up to ten (10) soil borings at an approximate anticipated average depth of twenty (20) feet located at critical locations. Excavate up to three (3) potholes at potential GSI locations to characterize soil strata. Should additional or deeper borings be required for rock coring, the additional work will be performed as Optional Services approved by the CITY. The geotechnical investigations will include the following services:

1. **Perform Field Work and Testing** - Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater. Collect three to four samples from each boring and retain for future reference.
2. **Geotechnical Report** - A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying each site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.
3. **Submit three (3) copies of initial geotechnical report to CITY for review and comment.**
4. **Revise the report to address review comments and include the final report as an appendix to the Basis of Design memorandum.**

Task 307 Utility Coordination

DESIGN PROFESSIONAL shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility coordination shall be performed in accordance with the City of Kansas City, Missouri's Four Step Utility Notification Guideline. DESIGN PROFESSIONAL shall complete the following tasks in addition to the Four Step Utility Notification process:

1. **Identify all utilities that may be affected by the project. Make contact with those utilities and determine generally the facilities involved and their locations.**
2. **Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.**
3. **Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.**

4. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. And, establish a plan for data collection with the utilities affected.
5. Perform up to five (5) potholes to probe critical utility crossings. Additional potholes shall be OPTIONAL SERVICES.
6. Track and record utility coordination activities in accordance with the CITY's Utility Log Template. The Utility Log shall be delivered to the CITY with the Preliminary Design deliverable.

Task Series 400 - ALTERNATIVES EVALUATION

Task 401 Site Visit

A site visit will be conducted to characterize the existing conditions. DESIGN PROFESSIONAL shall coordinate a meeting with site contact to gather additional information regarding the general site conditions, site constraints, opportunities for collaboration with property owners or stakeholders, and maintenance concerns.

Task 402 Design Workshop

Following the site visit, the DESIGN PROFESSIONAL will conduct a ½ day design workshop to include various design discipline experts to brainstorm potential sewer separation and GSI concepts based on site conditions and the summarized existing data. The CITY's project manager and/or other appointees shall be invited to participate with the work product being multiple concepts to be evaluated during Task 404.

Task 403 Design Criteria Technical Memorandum

DESIGN PROFESSIONAL in coordination with the Smart Sewer Program and Water Services Department, evaluate and develop design criteria and boundary conditions to be used for the alternatives evaluation. The following criteria, at a minimum, shall be established: minimum and maximum storm sewer level of service (LOS); acceptable downstream adverse effects; and post separation wastewater flow parameters and required LOS (with and without private I/I removal).

1. DESIGN PROFESSIONAL shall prepare for and hold a workshop with CITY personal to review the criterion. In preparation for the workshop DESIGN PROFESIONAL shall prepare the following:
 - a. Review the CITY provided InfoWorks ICM model and 2018 flow meter data and develop an initial recommendation for post separation parameters. DESIGN PROFESSIONAL will be provided with an extended InfoWorks model calibrated to 2018 flow metering.
 - b. Determine the nominal level of service of the existing combined sewers for use as separate storm sewers using the existing InfoWorks ICM hydraulic model to be provided by the CITY.
 - c. Determine the existing level of service of downstream bottlenecks in the stormwater conveyance system, i.e. open channel in Vineyard Park.
 - d. Provide recommended design criteria and boundary conditions and associated

reasoning for the recommendations.

2. Upon completion of the workshop and within 14 days DESIGN PROFESIONAL shall submit a technical memorandum defining the proposed design criteria to be used for the development of the Alternative Evaluation. City will review and provide comments within 14 days.

Task 404 Proposed Storm Sewer, Sanitary Sewer, and GSI Alternatives Evaluation

The DESIGN PROFESSIONAL shall perform analyses of the existing sewer system and prepare an alternatives evaluation for the new sanitary and/or storm sewer. DESIGN PROFESSIONAL shall develop a minimum of three (3) alternatives as described below.

1. A solution that is cost-effective while meeting the requirements of the Consent Decree.
2. A solution meeting the requirements of the Consent Decree and providing for enclosed 10-year level of service or greater stormwater control, without adversely affecting the downstream system.
3. A hybrid solution of alternatives 1 and 2 balancing cost-effectiveness, stormwater control, and feasibility.

The DESIGN PROFESSIONAL shall at a minimum perform or develop the following elements for the development of the alternatives analysis:

1. Develop a ranked, prioritized list of assets to be rehabilitated utilizing a risk-based prioritization approach following guidelines in the City's Neighborhood sewer rehabilitation - Risk Based Prioritization and Rehabilitation Recommendation Technical Memorandum dated December 2015. Provide preliminary rehabilitation recommendations for existing sewers above the first inlet and combined sewers and manholes to become separate storm or sanitary sewers, including:
 - a. Disconnection of any sanitary sewer service lateral throughout the tributary area that are connected to the combined sewers - recommended to become separate storm sewers.
 - b. Rehabilitation/repair of any critical structural defects throughout the tributary area
 - c. Rehabilitation/replacement/protection of existing sewers subject to damage during construction.
2. Evaluate the existing system and the feasibility for its use as a separate storm or sanitary sewer. Consideration to services laterals, inlet connections, water mains and other utilities and required rehabilitation shall be considered at a minimum.
3. Establish sewer layouts for new sanitary and/or storm sewer system to provide complete separation within the project area.
4. Evaluate the effects of the separate/new storm system on the open channel in Vineyard Park near Lawn Avenue. Determine the proposed stormwater flows and velocities for the typical year of precipitation, as well as the 2-, 10-, and 100-year design storms and their effects on the existing open channel.
5. Evaluate the inclusion of Green Stormwater Infrastructure (GSI) focusing on applications that will reduce the size or extents of the existing or proposed storm and

sanitary sewers, reduce costs, or reduce downstream flooding and/or erosion. The GSI evaluation shall include the following:

- a. Prepare for and conduct a pre-screening review meeting with City staff. The purpose of the pre-screening review meeting will be to develop and refine a list of GSI alternatives considered as potentially viable for the project area along with potential limitations, challenges and benefits of their implementation.
 - b. Prepare concept-level location drawings and details and cost/benefit analysis for up to 3 viable alternatives. Identify institutional and regulatory barriers with alternatives as well as possible resolutions. Prepare for and conduct a meeting to discuss the outcomes of the alternatives evaluation. It is anticipated that each concept will undergo up to 3 revisions. Provide a concept design rendering for the three (3) final GSI concepts. Additional GSI alternatives meetings will require authorization through Optional Services.
6. Evaluate and incorporate the proposed concept design(s) to reduce flooding at 40th and Monroe.
 7. Develop opportunities for siting of community enhancements, public education, and public art to be integrated. Identify potential partners and funding sources for public art design and implementation
 8. Benefits of sustainability and EnvisionTM for each alternative.
 9. Determine water mains required to be replaced due to coincident disturbance and/or required replacement during the proposed infrastructure improvements. Additional water main replacement for age, cost-effectiveness, or for limiting public disruption will be evaluated in a later task.
 10. Evaluate the impacts and potential costs for limiting Private I/I disconnections to the program's current cost effectiveness model and average participation.
 11. Perform hydraulic modeling of the separated sanitary and storm to verify performance by modifying the existing hydraulic model to the manhole level. Submit updated hydraulic model to CITY upon completion of modeling work.

Task 405 Draft Alternatives Evaluation Technical Memorandum

The DESIGN PROFESSIONAL shall prepare a Draft Technical Memorandum (TM) describing the evaluated concept alternatives. At a minimum, the TM shall include the following: executive summary, introduction and discussion of how the project meets the performance criteria of the CITY's Overflow Control Plan (OCP) and Federal Consent Decree, site description, description of the alternatives considered to meet the OCP requirements and Federal Consent Decree and other City criteria, advantages/disadvantages/risks assessment summary table, conceptual improvement schematics for each alternative, existing sewer system analysis, rehabilitation recommendations for each alternative, hydrologic and hydraulic modeling results, green stormwater infrastructure evaluation, water main replacement evaluations, EnvisionTM evaluation, opinion of probable construction costs for each alternative, and recommendations for advancement to preliminary design. The opinion of probable construction cost shall be a Class 4 estimate consistent with AACE standards.

Deliverables:

- Three (3) copies of the Alternatives TM.
- One (1) electronic copy of the Alternatives TM in portable document format (PDF).
- One (1) electronic copy of the hydraulic model(s).

Task 406 Alternatives Evaluation Meeting and Final Alternatives Technical Memorandum

The DESIGN PROFESSIONAL shall conduct a meeting with the CITY to review the results of the Alternatives Evaluation TM and to obtain direction from the CITY for advancement to final design. The DESIGN PROFESSIONAL shall revise and submit a Final Alternatives Technical Memorandum incorporating changes required for resolution of the CITY's review comments and the accepted conceptual design to be advanced.

Deliverables:

- Two (2) copies of the Final Alternatives TM
- One (1) electronic copy of the Final Alternatives TM in portable document format (PDF) shall be provided to the CITY.
- One electronic copy of the hydraulic model(s).

Task 407 Water Main Replacement Evaluation

In general, the water mains to be relocated are in the areas where proposed storm or sanitary sewer improvements are in conflict with the existing water mains and require relocation. In addition, the CITY may elect to include replacement of water mains that are scheduled to be replaced or are recommended to be replaced due to age. After completion of the Alternatives Evaluation the DESIGN PROFESSIONAL shall coordinate with the Water Services Department on water main relocations within the project area. In coordination with CITY, DESIGN PROFESSIONAL shall recommend replacement of water mains, for purposes of integrated planning, beyond what is required for the purposes of other improvements.

For general design guidelines of water main relocations and abandonments, refer to the latest version of Rules and Regulations for Water Main Extensions and Relocations, Kansas City, MO Water Services Department Procedures for Engineers, pages 8 through 10 which are incorporated herein by reference (available on CITY's web page at kcmo.gov under Water Services, Information Links).

DESIGN PROFESSIONAL shall prepare Conceptual Layout Drawings (GIS Map Plan view only) and opinion of probable construction cost indicating recommendations for new water mains and appurtenances based on the selected conceptual design alternative. Layout drawings should include proposed general alignment, size of main, and proposed abandoned mains.

DESIGN PROFESSIONAL may be required to conduct a meeting with the CITY to review the proposed improvements and obtain direction from the CITY for incorporation of water main replacement into the Project.

Task 408 Integrated Public Infrastructure Evaluation

The DESIGN PROFESSIONAL shall evaluate and develop a technical memorandum describing

the condition of existing roadways, curbs and gutters, sidewalks, ADA facilities, and amenities (i.e. benches, trees, etc.) and make recommendations for replacement in coordination with the selected conceptual design alternative, water main replacement improvements, and GSI. The technical memorandum shall include a cost benefit analysis detailing the additional project cost beyond what is already required to complete the recommended storm, sanitary, GSI, and water improvements and the benefit for completing the additional repairs with this project. Conduct one on-site field review meeting with CITY staff prior to finalizing the technical memorandum.

DESIGN PROFESSIONAL may be required to conduct a meeting with the CITY to review the proposed improvements and obtain direction from the CITY for incorporation of right-of-way improvements into the Project.

Task Series 500 - PRELIMINARY DESIGN

Task 501 Preliminary Design Drawings (30% Complete)

Prepare preliminary design drawings (plan and profile) for the selected conceptual design alternative identifying the proposed locations of the new sanitary and storm sewer pipes and manholes, recommended rehabilitation of the existing pipes, GSI, and abandonment of existing pipes and structures. The drawings will note areas where relocation of utilities and watermains may be required, and disconnection/removal of private inflow sources tributary to service laterals, that were encountered during field investigation of the public sewer system, as directed by CITY. The drawings shall have sufficient detail to show the proposed separation plan, but are not required to be a coordinated set of construction drawings. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria.

Update the hydraulic model and submit one (1) copy for the storm and sanitary sewer systems. Submit three (3) hard copies of the Preliminary Design Drawings and upload to Aconex.

Task 502 Draft Basis of Design Report

Prepare a draft Basis of Design Report for the selected alternative and GSI, including a summary of previous reports and DESIGN PROFESSIONAL created technical memorandums and evaluations, the findings of field investigations, required property acquisitions and easements, Hansen sewer back-up evaluation, constructability issues, risks review, utility coordination, Envision™, permitting requirements, hydrologic and hydraulic modeling results, and a preliminary opinion of probable construction cost for the project. The Basis of Design Report will be formatted in a manner that allows the DESIGN PROFESSIONAL to update the report throughout final design. The objective is to develop a final basis of design report accompanying the final design plans documenting evaluations performed, reasoning and decisions made, assumptions made, design criteria and project goals, and project purpose, throughout the life of the design project.

Submit three (3) copies of a draft Basis of Design Report and one (1) electronic file in portable document format (PDF). Submit one copy of the hydraulic models for the storm and sanitary sewer systems.

Task 503 Preliminary Design Review Meeting

Within 21 days after submitting the draft Basis of Design Report and Preliminary Design drawings, DESIGN PROFESSIONAL will conduct a meeting with CITY staff to review the draft report and preliminary design drawings. The CITY will provide its review comments to DESIGN PROFESSIONAL within 21 days of receipt of the deliverables.

Task Series 600 - ENVISION SUSTAINABILITY DESIGN

The DESIGN PROFESSIONAL shall include a summary of the applicable Envision™ credits in the Alternatives Evaluation and draft Basis of Design Report. The reported Envision™ credits from the concept design, preliminary design, and final design shall be confirmed and updated to meet the project credit sustainability goals. For ease of reference by the CITY and the DESIGN PROFESSIONAL, Envision™ credits are broken out into different groupings: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope.

The DESIGN PROFESSIONAL shall provide the project sustainability score for each selected credit to the CITY prior to the Project Kickoff Meeting and at the end of the alternatives evaluation and preliminary design. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template "Envision Credits DP Tracking_Template.xlsx", provided by the CITY. The DESIGN PROFESSIONAL shall provide a brief summary memorandum (to be included in the Alternatives TM and Basis of Design Report), describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this project and why these credits will achieve a higher level of sustainability on this project.

Task 601 Envision Reporting

The DESIGN PROFESSIONAL shall report on sustainable design methods applied during the concept design using Envision™. The DESIGN PROFESSIONAL shall track foundation, project, and specialized Envision™ credits using a tracking spreadsheet provided by the CITY.

The DESIGN PROFESSIONAL will not be responsible for providing the documentation to support the Envision Credits only to identify and track the required foundation credits and the appropriate project specific credits. The Envision credits shall be established at the Project Kickoff Meeting (Task 105) and reported on during each Progress Meeting (Task 107). Envision certification is not included in this scope.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized 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 of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Preliminary (30%) Design of Green Stormwater Infrastructure
- B. Preliminary (30%) Design of Water Main Replacements
- C. Project Management and Administration services beyond those associated with completion of Task Series 200-600.
- D. Detailed design services for disconnection/removal of private inflow sources tributary to service laterals.
- E. Resolution of problems with the existing Infoworks model supplied by the CITY.
- F. Meetings with CITY departments beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards.
- H. Assisting CITY with appraisal and/or acquisition of easements.
- I. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
 - 3. Method of financing or availability of funding;

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including CCTV, manhole inspection, previous reports, drawings, specifications, and any other data relative thereto.
- B. CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- C. Provide GIS data, including property lines, contours, water main, sewer records, and planimetrics for the overall project. Aerial imagery for the project will also be provided by the CITY upon request.
- D. System Characterized GIS and Manhole Inspection data shall be delivered to DESIGN PROFESSIONAL within 14 days following NTP.
- E. CCTV data shall be delivered to DESIGN PROFESSIONAL by April 01, 2019.
- F. Infoworks Model and Flow Metering reports shall be delivered to DESIGN PROFESSIONAL within 30 days following NTP.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

a. Drawings/plans

- (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as < > : . " / \ | ? ' & # % ^ * () [] { } +
- (3) **FILE NAMES:** Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf

b. CSI specification sections (project manuals)

- (1) CSI specification sections should be named by division, using DIV as a prefix.
For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF

c. Summary:

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

ATTACHMENT C
ENGINEERING FEE SUMMARY AND SCHEDULE OF POSITION
CLASSIFICATIONS

City of Kansas City, MO
Sewer Separation: 40th & Monroe 2018.11.21

	NDR Peak Subtotal	Other Expenses	Subconsultants	Subconsultants	Subconsultants	Subconsultants	Subconsultants	Total
Estimated Billing Schedule (Client Contract)			Details	Person & Assoc.	Travel	Food	Travel	
TASKS								
Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION								
101 Project Management	\$10,347	\$400			\$134			\$11,881
102 Monthly Reporting & Project Status Reports	\$10,000		\$7,170		\$375		\$7,545	\$21,915
103 Subcontractor Agreements and Administration	\$5,473							\$5,473
104 Quality Control	\$14,456		\$6,366		\$1,487			\$22,309
105 Project Kickoff Meeting	\$8,112	\$100	\$1,368		\$615		\$615	\$11,710
106 Work Plan	\$4,850			\$2,400				\$6,675
107 Monthly Progress Meetings	\$15,192	\$300	\$7,294	\$2,490	\$1,800		\$832	\$27,078
Subtotal Hours (HDB only)	406							
Subtotal Dollars	\$69,398	\$800	\$17,968	\$4,890	\$5,501	\$0	\$4,927	
Total Task Series 100								\$103,986
Task Series 200 - PUBLIC INVOLVEMENT								
201 Public Meeting Assistance	\$4,768	\$1,000	\$604	\$6,000				\$12,372
202 Communication with Property Owners	\$4,440	\$1,000	\$19,160					\$24,600
203 Stakeholder Workshops	\$14,768	\$2,000	\$1,348	\$15,000	\$7,784			\$38,800
Subtotal Hours (HDB only)	128							
Subtotal Dollars	\$24,976	\$4,000	\$2,002	\$37,000	\$7,784	\$0	\$0	
Total Task Series 200								\$74,672
Task Series 300 - FIELD INVESTIGATIONS AND DATA REVIEW								
301 Review Existing Reports, GIS and Field Data for Analysis	\$17,475	\$1,000	\$11,400					\$30,875
302 Inspect Existing	\$7,592					\$17,401		\$25,000
303 Street Water Testing	\$1,796					\$19,960		\$21,756
304 Summary of Results for Street Water Testing and Inspect Existing	\$9,196							\$9,196
305 Topographic Survey	\$13,400	\$2,000						\$15,400
306 Geotechnical Investigation	\$1,198					\$26,470		\$27,668
307 Utility Coordination	\$1,744		\$27,400					\$29,144
Subtotal Hours (HDB only)	1197							
Subtotal Dollars	\$183,342	\$3,000	\$38,800	\$0	\$0	\$26,470	\$47,181	
Total Task Series 300								\$279,533
Task Series 400 - ALTERNATIVE EVALUATION								
401 Site Visit	\$4,500		\$688		\$450			\$5,638
402 Design Workshop	\$8,160	\$1,500	\$1,76		\$7,960			\$17,426
403 Design Criteria Technical Memorandum	\$23,662				\$1,968			\$25,630
404 Proposed Storm Water, Sanitary Sewer, and CRI Alternative Evaluation	\$80,190		\$0,10		\$17,400			\$97,690
405 Street Alternatives Evaluation Technical Memorandum	\$40,860				\$2,160			\$43,020
406 Alternatives Evaluation Meeting and Final Alternatives Technical Memorandum	\$11,708		\$4,880					\$16,588
407 Water Main Replacement Evaluation	\$13,956		\$11,478					\$25,434
408 Right of Way Improvement Evaluation	\$10,456		\$24,832					\$35,288
Subtotal Hours (HDB only)	1198							
Subtotal Dollars	\$211,184	\$1,500	\$38,732	\$0	\$27,968	\$0	\$0	
Total Task Series 400								\$284,858
Task Series 500 - PRELIMINARY DESIGN								
501 Preliminary Design Drawings (20% Complete) Sewer Improvements	\$128,860							\$128,860
502 Draft Basis of Design Report	\$27,100							\$27,100
503 Preliminary Design Review Meeting	\$4,000							\$4,000
Subtotal Hours (HDB only)	1052							
Subtotal Dollars	\$149,960	\$0	\$0	\$0	\$0	\$0	\$0	
Total Task Series 500								\$149,960
Task Series 600 - DESIGN SUSTAINABILITY DESIGN								
601 Monthly Reports	\$1,118							\$1,118
602 Extension Reporting	\$0				\$2,561			\$2,561
Subtotal Hours (HDB only)	8							
Subtotal Dollars	\$1,118	\$0	\$0	\$0	\$2,561	\$0	\$0	
Total Task Series 600								\$3,679
Total Hours	3981							
Total Billing Amount	\$612,976	\$9,800	\$199,218	\$42,885	\$38,845	\$26,470	\$52,306	\$891,361
Optional Services (Asbestos/Lead Required)								
Total Optional Services								\$146,133

Estimated Base Scope Fee
Estimated Optional Service Fee

\$918,847
\$146,133

KCMO 40th and Monroe CSO

Position Classification with Range of Salary Rates

CLASSIFICATION	SALARY RATES
Principal	\$100 - \$125
Sr. Project Manager	\$65 - \$100
Project Manager	\$40 - \$65
Sr. Project Engineer	\$65 - \$95
Project Engineer	\$40 - \$65
EIT	\$25 - \$40
Sr. Civil Engineer	\$60 - \$75
Civil Engineer	\$45 - \$60
Sr. CAD/GIS Technician	\$35 - \$50
CAD/GIS Technician	\$25 - \$35
Sr. Environmental/Water Quality Specialist	\$40 - \$60
Environmental/Water Quality Specialist	\$25 - \$40
Planner	\$60 - \$80
Communication	\$45 - \$60
Sr. Modeler	\$55 - \$75
Modeler	\$40 - \$55
Survey/Technician	\$20 - \$55
Accountant/Project Controls	\$20 - \$40
Admin	\$20 - \$35

Salary Rates above are for 2019 calendar year. The contract multiplier to be used is 3.04.

ATTACHMENT D
UNIT COSTS

1

1

ATTACHMENT D

UNIT COSTS

Smoke Testing	\$0.66 / linear feet
Dyed Water Testing (Private)	\$200 / each
Dyed Water Testing (Public)	\$325 / each
CCTV	\$275 / hour per camera crew

ATTACHMENT E

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F
HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000832/Contract Number 1507

Project Title 40th & Monroe Sewer Separation Project

City of Kansas City - Water Services Department
(Department Project)

Department

HDR Inc.

(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

I, Joseph E. Drimmel, PE, 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: 20 % MBE 10 % 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 DuBois Consultants, Inc. (MBE)
Address 5737 Swope Parkway, Kansas City, MO 64130
Telephone No. 816.333.7700
I.R.S. No. 43-1494206

- b. Name of M/WBE Firm TSi (MBE)
 Address 1600 Genessee St., Suite 960, Kansas City, MO 64102
 Telephone No. 816.283.3838
 I.R.S. No. 43-1535463
- c. Name of M/WBE Firm Vireo (WBE)
 Address 929 Walnut Suite 700 Kansas City, MO 64106
 Telephone No. 816.756.5690
 I.R.S. No. 43-1714841
- d. Name of M/WBE Firm Jason Parson (MBE, DBE, & Service-Disabled Veteran)
 Address 1518 E. 18th Street, Kansas City, MO 64108
 Telephone No. 816.216.6571
 I.R.S. No. 33-1169076
- e. Name of M/WBE Firm TREKK Design Group, LLC (WBE)
 Address 1441 E. 104th Street, Suite 105, Kansas City, MO 64108
 Telephone No. 816.874.4655
 I.R.S. No. 43-1953275
- 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
DuBois	Contractor			16%
Parson	Contractor			2%
TSi	Contractor			2%

TOTAL MBE \$ / TOTAL MBE %: \$ _____ 20 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Vireo	Contractor			4%
TREKK Design Group, LLC	Contractor			6%

TOTAL WBE \$ / TOTAL WBE %: \$ _____ 10 %

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

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

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total

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

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: James Cole, PE
Address: 10450 Holmes Suite 600 Kansas City, MO 64131
Phone Number: 816.360.2714
Facsimile number: 816.360.2701
E-mail Address: James.Cole@hdrinc.com

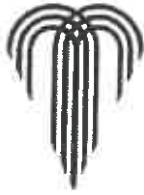
By: [Signature]
Title: Senior Vice President/Area Manager
Date: January 3, 2019
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 3rd day of January, 2019.

My Commission Expires: 1-19-2019

[Signature]
Notary Public

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY APPOINTMENT EXPIRES 1-19-2019
COMMISSION # 15424980



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000832

Project Title: Sewer Separation: 40th & Monroe

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

Provide design professional services for utility coordination, sanitary and storm sewer design, and water main relocation.

for an estimated amount of \$ _____ or 16% of the total estimated contract value.

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

Signature: Prime Contractor

Joseph E. Drimmel, P.E.

Print Name

Sr. Vice President

Title

Date

Signature: M/W/DBE Subcontractor

A. James K. Webster

Print Name

President

Title

Date

1/3/2019



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000832

Project Title: Sewer Separation: 40th & Monroe

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

Provide public involvement and stakeholder engagement services as outlined in DPS No. 1507, Attachment A, including public meeting support, communication with property owners, .

for an estimated amount of \$ _____ or 2% of the total estimated contract value.

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

Signature: Prime Contractor

Joseph E. Drimmel, P.E.

Print Name

Sr. Vice President

Title

Date

Signature: M/W/DBE Subcontractor

Robert "Jason" Parson

Print Name

President / CEO 3 Jan 19

Title

Date



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000832

Project Title: Sewer Separation: 40th & Monroe

HDR Engineering, Inc., ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC, ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Smoke testing and Dye Testing to determine sewer connectivity of up to 40,000 L.F public sewer pipe.

for an estimated amount of \$ _____ or 5% 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.

Signature: Prime Contractor

Joseph E. Drimmel, P.E.

Print Name

Sr. Vice President

Title

Date

Signature: MW/DBE Subcontractor

LUCAS GILLEN

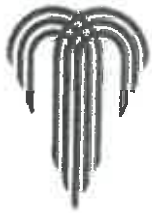
Print Name

Associate

Title

1/3/19

Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000832

Project Title: Sewer Separation: 40th & Monroe

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

Complete 10 borings to 20 feet or auger refusal and associated lab testing as described in TSI Proposal KCM18094.

for an estimated amount of \$ _____ or 2% of the total estimated contract value.

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

Signature: Prime Contractor
Joseph E. Drimmel, P.E.

Print Name

Sr. Vice President

Title

Date

Signature: M/W/DBE Subcontractor

Denise B. Harvey

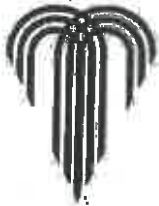
Print Name

CEO

Title

01.03.2019

Date



KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000832

Project Title: Sewer Separation: 40th & Monroe

HDR Engineering, Inc., ("Prime Contractor") agrees to enter into a contractual agreement with Patti Banks Associates, LLC d.b.a. Vireo, ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Provide environmental planning services for green stormwater infrastructure and Envision reporting.

for an estimated amount of \$ _____ or 4% of the total estimated contract value.

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


Signature: Prime Contractor

Joseph E. Drimmel, P.E.

Print Name

Sr. Vice President

Title

Date


Signature: M/W/DBE Subcontractor

Linda deFlon

Print Name

Owner

Title

1/3/2019
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Joseph E. Drimmel, PE., acting in my capacity as Sr. Vice President/Area Manager
(Name) (Position with Firm)
of HDR Engineering, Inc., with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	_____	75 days	_____	135 days	_____
30 days	_____	90 days	_____	150 days	_____
45 days	_____	105 days	_____	165 days	_____
60 days	_____	120 days	_____	180 days	_____
Other <u>310 days</u> (Specify)					

Throughout 20% MBE/10% WBE 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.


(Signature)
Sr. Vice President
(Position with Firm)
1/3/19
(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 _____)
COUNTY OF _____)SS

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 G
EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

ATTACHMENT G

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Jackson)
COUNTY OF Missouri) ss

On this 5th day of March, 20 19, before me appeared Joseph E. Drimmel, 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 Senior Vice President (title) of HDR Engineering, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

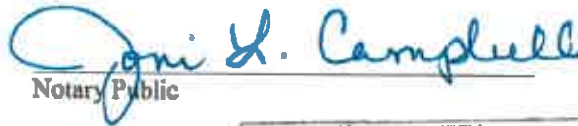
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security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

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

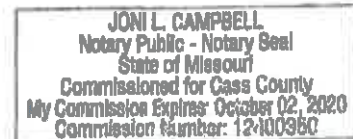
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 5th day of March, 2019.


Notary Public

My Commission expires:
October 2, 2020



Company ID Number: 42021

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **HDR Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 42021

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 42021

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 42021

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 42021

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 42021

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 42021

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 42021.

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer HDR Engineering, Inc.

Judith Webster,

Name (Please type or print)



Signature

SVP, Director of Human Resources

Title

3/23/2007

Date

Company ID Number: 42021

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

03/23/2007

Signature

Date

Company ID Number: 42021

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: HDR Engineering, Inc.

Company Facility Address: 8404 Indian Hills Drive
Omaha, NE 68114

Company Alternate Address: _____

County or Parish: DOUGLAS

Employer Identification Number: 470680568

North American Industry
Classification Systems Code: 541330

Parent Company: HDR

Number of Employees: 100 to
499 Number of Sites Verified for: 80

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

• OREGON	2	site(s)
• KENTUCKY	2	site(s)
• NEBRASKA	2	site(s)
• MASSACHUSETTS	1	site(s)
• MONTANA	2	site(s)
• FLORIDA	7	site(s)
• TEXAS	10	site(s)
• ILLINOIS	3	site(s)
• LOUISIANA	1	site(s)
• IDAHO	1	site(s)
• WEST VIRGINIA	2	site(s)
• OHIO	4	site(s)
• MARYLAND	1	site(s)
• SOUTH DAKOTA	1	site(s)
• NEW MEXICO	1	site(s)
• NORTH DAKOTA	1	site(s)
• MINNESOTA	1	site(s)
• NEW JERSEY	1	site(s)
• WYOMING	3	site(s)

Company ID Number: 42021

• INDIANA	1	site(s)
• UTAH	1	site(s)
• ARIZONA	3	site(s)
• COLORADO	3	site(s)
• PENNSYLVANIA	3	site(s)
• IOWA	1	site(s)
• GEORGIA	1	site(s)
• NEVADA	2	site(s)
• VIRGINIA	3	site(s)
• CALIFORNIA	8	site(s)
• MISSOURI	2	site(s)
• WASHINGTON	6	site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Marilyn Kerans
Telephone Number: (402) 399 - 1225
E-mail Address: marilyn.kerans@hdrinc.com

Fax Number:

ATTACHMENT H
TRUTH-IN-NEGOTIATION CERTIFICATE

ATTACHMENT H

Truth-In-Negotiation Certificate

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Joseph E. Drimmel, having full authority to act on behalf of HDR Engineering, Inc., do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Project / Contract No. 81000832/1507 Sewer Separation 40th and Monroe
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.


Signature of affiant

On this 21st day of February, 2019 before me, Lillian L. Walker, a Notary Public in and for said state, personally appeared (Joseph E. Drimmel), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.



Notary Public

My commission expires: 1-19-2023

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424880

ATTACHMENT I
AFFIDAVIT OF COMPLIANCE WITH THE FEDERAL CONSENT DECREE

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

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

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

I, Joseph E. Drimmel, having full authority to act on
behalf of HDR Engineering, Inc., do solemnly swear under oath to the
following:

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


Signature of affiant

On this 21st day of February, 2019 before me, Lillian L. Walker, a Notary
Public in and for said state, personally appeared (Joseph E. Drimmel), known to me to
be the person who executed the within affidavit, and acknowledge to me that he/she executed
the same for the purposes therein stated.



Notary Public

My commission expires: 1-19-2023

LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15624880

ATTACHMENT J
NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT J

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: DuBois Consultants, Inc. Email: Ajamu Webster awebster@duboisengrs.com	Address: 3737 Swope Parkway, Kansas City, MO 64130 Phone: (816)331-7700 Fax:
2.	Name: TSI Email:	Address: 1600 Genessee St., Suite 960, Kansas City, MO 64102 Phone: (816) 599-7965 Fax:
3.	Name: Vireo Email: Scott Shulte sschulte@vireo.com	Address: 929 Walnut, Suite 700, Kansas City, MO 64108 Phone: (816)756-5690 Fax:
4.	Name: Jason Parson Email: Jason@parsonkc.com	Address: 1518 E. 18th Street, Kansas City, MO 64108 Phone: (816) 216-6571 Fax:
5.	Name: TREKK Design Group LLC Email: Ron Thoman rthomann@trekkdesigngroup.com	Address: 1441 E. 104th Street, Suite 105, Kansas City, MO 64131 Phone: (816) 874-4653 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:	HDR Engineering, Inc.
Submitted By:	Joseph E. Drimmel
Title:	Senior Vice President
Telephone No.:	(816)360-2700
Fax No.:	(816)360-2777
E-mail:	Joseph.Drimmel@hdrinc.com
Date:	2/21/2019

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1507 PROJECT NO. 81000832
SEWER SEPARATION 40TH AND MONROE
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on March 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated March 21, 2019, in the amount of \$1,056,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$921,000.00 to amend the total contract amount to \$1,977,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

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

A. Add the following section(s):

- a. Under Attachment A - Scope of Services, add Attachment A1- Additional Scope of Services, Final Design Phase Services.
- b. Under Attachment C - Engineering Fee Summary and Schedule of Positions Classification, add Attachment C1 - Engineering Fee Summary for Additional Services related to Final Design Phase Services.

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

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,977,000.00, as follows:

1. \$1,320,297.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$510,827.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in Attachment D.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of One Hundred Forty Five Thousand Eight Hundred Seventy Six (\$145,876.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under 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.

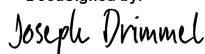
Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

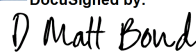
Date: 8/10/2020

By:  Joseph Drimmel
0ED2B74A893742C...

Title: SVP

KANSAS CITY, MISSOURI

Date: 8/20/2020

By:  Matt Bond
44458FCE836C4D6...

Name: Matt Bond

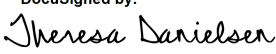
Title: Deputy Director

Water Services Department

Approved as to form:

 Mark Jones
Assistant City Attorney
16096C775D420...

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.

 Theresa Danielson 9/2/2020
Director of Finance (Date)
E0E2BF64764D4B6...

Dollar amounts to be inserted in the contract

	Original Contract	amendment no. 1	Total
Prime labor	\$ 632,076.00	\$ 688,221.00	\$ 1,320,297.00
Expenses+subs	\$ 278,791.00	\$ 232,036.00	\$ 510,827.00
Optional services	\$ 145,133.00	\$ 743.00	\$ 145,876.00
Total	\$ 1,056,000.00	\$ 921,000.00	\$ 1,977,000.00

Summary to be inserted on the fee**Spreadsheet**

Amendment No1 total	\$ 959,600.00
Original contract:	\$ 1,056,000.00
Original Optional Services	\$ 145,133.00
Unused budget:	\$ 39,343.00
Amendment No1 total	\$ 145,876.00
New current contract total	\$ 1,977,000.00



	Sievert, Charles E (Charlie)	Drimmel, Joseph E	Bresette, Aaron J	Shaw, Trooper	Carter, Michelle	Dove, Eric J	Sandbothe, Abigail	Call, Brady	Lewis, Kevin Project Engineer (Hydraulic Modeler)	Hardee, Ronald B	Henry, Anthony	Bryant, Rob	Henningson, Troy Landscape Architect/ Green Infrastructure	Sherman, William A	Yakle, Johnny R	Jasper, James F	Braden, Larry M	Ly, Pheng	Harkins, Jeremy	Mynatt, Andrea B					
Project Role	Project Manager	Principal	Design Manager	Construction Estimator	Sewer Separation Rehab. QC	Green Infrastructure QC	Project Engineer	EIT											Accountant/Pr ject Controls	Admin					
Billing Rate	\$264.75	\$361.84	\$221.16	\$222.44	\$170.97	\$218.94	\$112.36	\$87.67	\$114.03	\$156.50	\$216.14	\$213.83	\$126.34	\$126.07	\$152.09	\$111.72	\$71.90	\$106.40	\$88.79	\$77.25					
TASKS																									
Task 110 - Project Management and Administration																									
111 Project Management Services	80	4																				\$114	\$2,500	\$2,500	\$30,242
112 Monthly Invoicing and Project Status Reports	12						12												14	12					\$6,695
113 Subconsultant Agreements and Administration	24		24																12	8					\$13,345
114 Monthly Progress Meetings	24		24			6	40					12			6					12	\$160	\$2,500	\$5,000		\$29,218
Subtotal Hours	140	4	48	0	0	6	52	0	0	12	0	6	0	0	0	0	0	0	26	32					\$79,500
Subtotal Dollars	37066	1447	10616	0	0	1314	5843	0	0	1878	0	1283	0	0	0	0	0	0	2309	2472	274	5000	7500	2500	\$79,500
Total Task 110																									\$79,500
Task 210 - Public Outreach																									
211 Public Meeting Assistance	8		4				16					4	4	12							\$500		\$7,000		\$15,174
212 Communication with Property Owners	7						8																		\$2,752
213 Stakeholder Workshops	20		9			4	32			8		4	4	12							\$292		\$8,000		\$24,174
Subtotal Hours	35	0	13	0	0	4	56	0	0	8	0	8	8	24	0	0	0	0	0	0					\$42,100
Subtotal Dollars	9266	0	2875	0	0	876	6292	0	0	1252	0	1711	1011	3026	0	0	0	0	0	0	792	0	15000	0	\$42,100
Total Task 200																									\$42,100
Task 310- Field Investigation and Data Review																									
315 Supplemental Topographic & Boundry Survey			4												25	73	160	160			\$500				\$41,870
316 Geotechnical Investigation			8																				\$22,500		\$24,269
317 Utility Coordination			8				18			8											\$121	\$1,500			\$6,665
318 Property Acquisition and Easements	4														28	42					\$3,500				\$13,510
319																									
Site Investigations (Outfalls, open channel, inlet locations)	16		16				16	16		16											\$500		\$2,500		\$16,479
220 Tree Inventory & Green Infrastructure Investigation	4		4			16	8			8			16								\$150				\$9,769
221																									
Stake Storm Sewer Alignment for 60% Design Walk Thru	8		8				8			8					3	1	40	40			\$100				\$13,838
Subtotal Hours	32	0	48	0	0	16	50	16	0	40	0	0	16	0	56	116	200	200	0	0					\$126,400
Subtotal Dollars	8472	0	10616	0	0	3503	5618	1403	0	6260	0	0	2021	0	8517	12960	14379	21280	0	0	4871	1500	2500	22500	\$126,400
Total Task 310																									\$126,400
Task 610 - Envision Sustainability Design																									
611 Envision Reporting	4						16					12									\$127				\$5,550
Subtotal Hours	4	0	0	0	0	0	16	0	0	0	0	12	0	0	0	0	0	0	0	0					\$5,550
Subtotal Dollars	1059	0	0	0	0	0	1798	0	0	0	0	2566	0	0	0	0	0	0	0	0	127	0	0	0	\$5,550
Total Task 9																									\$5,550
Task 900 - Sewer Separation Rehabilitation Design																									
901 60% Design	26		52	8	8	8	128	108		84	24			300							\$420				\$103,707
902 90% Design	26		52	8	8	8	128	108		84	24			300							\$420				\$103,707
903 Final Design	10		22	8	2	6	88	8		44				260							\$214				\$61,415
Subtotal Hours	62	0	126	24	18	22	344	224	0	212	48	0	0	860	0	0	0	0	0	0					\$268,830
Subtotal Dollars	16415	0	27866	5338	3077	4817	38651	19639	0	33178	10375	0	0	108419	0	0	0	0	0	0	1054	0	0	0	\$268,830
Total Task 900																									\$268,830
Task 1000 - Water Main Replacement																									
1001 30% Design	5		9		5		8			16				16											\$25,589
1002 60% Design	5		9		5		8			16				16											\$63,589
1003 90 % Design	4		9		5		8			16				16											\$51,324
1004 Final Design	4		9		5		8			16				8							\$82				\$8,398
Subtotal Hours	18	0	36	0	20	0	32	0	0	64	0	0	0	56	0	0	0	0	0	0					\$148,900
Subtotal Dollars	4766	0	7962	0	3419	0	3595	0	0	10016	0	0	0	7060	0	0	0	0	0	0	82	112000	0	0	\$148,900
Total Task 1000																									\$148,900
Task 1100 - Green Infrastructure Design																									
1101 30% Design	10		10			16			50	50		24	18	36							\$100		\$50,000		\$83,933
1102 60% Design	10		10			16			50	50		24	18	36							\$100		\$40,000		\$73,933
1103 90% Design	10		10			16			50	50		18	18	36							\$100		\$25,000		\$57,650
1104 Final Design	10		10			12			10	34		18	18	20							\$211		\$20,000		\$42,803
Subtotal Hours	40	0	40	0	0	60	0	0	160	184	0	84	72	128	0	0	0	0	0	0					\$258,320
Subtotal Dollars	10590	0	8846	0	0	13136	0	0	18245	28796	0	17962	9097	16137	0	0	0	0	0	0	511	0	135000	0	\$258,320
Total Task 1100																									\$258,320



	Sievert, Charles E (Charlie)	Drimmel, Joseph E	Bresette, Aaron J	Shaw, Trooper	Carter, Michelle	Dave, Eric J	Sandbothe, Abigail	Call, Brady	Lewis, Kevin Project Engineer (Hydraulic Modeler)	Hordas, Ronald B	Henry, Anthony	Bryant, Rob	Henningson, Troy Landscape Architect/ Green Infrastructure	Sherman, William A	Yakle, Johnny R	Jasper, James F	Braden, Larry M	Ly, Pheng	Harkins, Jeremy	Mynatt, Andrea B						
Project Role	Project Manager	Principal	Design Manager	Construction Estimator	Sewer Separation Rehab. QC	Green Infrastructure QC	Project Engineer	EIT		Sr. Project Engineer / Modeler	Hydraulic Model QC	Green Infrastructure Tech Expert		Sr. CAD/GIS Technician	Land Surveyor	Survey Tech	Survey Crew	Survey Crew	Accountant/Pr oject Controls	Admin						
Billing Rate	\$264.75	\$361.84	\$221.16	\$222.44	\$170.97	\$218.94	\$112.36	\$87.67	\$114.03	\$156.50	\$216.14	\$213.83	\$126.34	\$126.07	\$152.09	\$111.72	\$71.90	\$106.40	\$88.79	\$77.25						
TASKS																										
Task 1200 - Bid Phase Services																										
1201 Pre-Bid Conference (Sewer Separation Rehab Project)	4		4				8			4											\$59				\$3,528	
1202 Bid Assistance (Sewer Separation Rehab Project)	4		8				8			16											\$300				\$6,431	
1203 Bid Evaluation (Sewer Separation Rehab Project)	2		4				8															\$1,500			\$3,813	
1204 Pre-Bid Conference (Green Infrastructure)	4		4				8			4														\$2,000	\$5,469	
1205 Bid Assistance (Green Infrastructure)	4		8				8			16												\$100			\$1,000	\$8,331
1206 Bid Evaluation (Green Infrastructure)	2						8																		\$2,428	
Subtotal Hours	20	0	28	0	0	0	48	0	0	40	0	0	0	0	0	0	0	0	0	0						
Subtotal Dollars	\$295	0	6192	0	0	0	\$393	0	0	6260	0	0	0	0	0	0	0	0	0	0	359	1500	5000	0	\$30,000	
Total Task 1200																									\$30,000	
Optional Services																										
J Construction Route Street Reconstruction																									\$0	
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					\$0	
Subtotal Dollars	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total Task 1300																									\$0	
Total Hours	351.00	4.00	339.00	24.00	38.00	108.00	598.00	240.00	160.00	560.00	48.00	110.00	96.00	1068.00	56.00	116.00	200.00	200.00	26.00	32.00					4374.00	
Total Billing Amount	\$92,929	\$1,447	\$74,973	\$5,338	\$6,497	\$23,646	\$67,190	\$21,042	\$18,245	\$87,640	\$10,375	\$23,522	\$12,129	\$134,641	\$8,517	\$12,960	\$14,379	\$21,280	\$2,309	\$2,472	\$8,870	\$120,000	\$165,000	\$25,000	\$959,600	

DBE: 13% 17% 3%

Estimated Project Fee - Amendment 1	\$959,600
Original Contract Amount	\$1,056,000
Deduct Original Budget and Optional Services Amounts not Spent on Original Contract	(\$184,476)
New Optional Services Amount	\$145,876
New Total Contract Amount	\$1,977,000
New Total Contract Amount	\$1,977,000
Original Contract Amount	\$1,056,000
Amendment 1 Amount	\$921,000

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT NO. 1507 PROJECT NO. 81000832
SEWER SEPARATION 40TH AND MONROE
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on March 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated March 21, 2019, in the amount of \$1,056,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$921,000.00 to amend the total contract amount to \$1,977,000.00; and

WHEREAS the City desires to execute a No-Cost Amendment No. 2; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, 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 reimbursables, Subparagraph A.1-4 and replace with the following Sec. 4 Compensations and reimbursables, Subparagraph A.1-4:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,977,000.00, as follows:
 - 1. \$1,350,297.00 for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$480,827.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in Attachment D.

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

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of One Hundred Forty-Five Thousand Eight Hundred Seventy-Six (\$145,876.00) 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.

All other sections in Subparagraph A remain unchanged.

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

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

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

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

DESIGN PROFESSIONAL

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


Date: 10/25/2022

By:  DocuSigned by:
D1CC2441542E4F4...

Title: _____

KANSAS CITY, MISSOURI

Date: 10/31/2022

By:  DocuSigned by:
2A9EC43965B54A6...

Name: Brian Hess, P.E.

Title: Smart Sewer Officer

Approved as to form:

 DocuSigned by:
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.

Director of Finance (Date)

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 1507 PROJECT NO. 81000832
PROJECT TITLE - SEWER SEPARATION: 40TH AND MONROE
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on March 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated March 21, 2019 in the amount of \$1,056,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$921,000.00 to amend the total contract amount to \$1,977,000.00; and

WHEREAS, the City executed a No-Cost Amendment No. 2; and

WHEREAS, the City desires to execute Amendment No. 3, in the amount of \$148,271.00, to amend the total contract amount to \$2,125,271.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

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

- A. Add the following section(s):
 - a. Under Attachment A – Scope of Services, add Attachment A3 – Scope or Services, attached herein;
 - b. Under Attachment C – Engineering Fee Summary, add Attachment C3 – Engineering Fee Summary, attached herein;
 - c. Sec. 8. Responsibilities of City., Subparagraph F:
Evaluate Contractor's performance at key contractual milestones per the City's Water Services Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.
 - d. Part II, Standard Terms and Conditions, CREO Contract Assurances Addendum Rev. 2.2023, attached herein.

- B. Delete and replace the following section(s):

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,125,271.00, as follows:

1. \$1,624,944.00 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. The Approved Multiplier shall also apply to the Design Professional Subcontractors listed in the "Non-Construction Subcontractors Listing" found in Attachment J.

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

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 \$500,327.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor's office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in Attachment D.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Zero Dollars (\$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. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses:

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

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

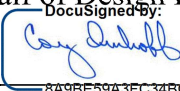
Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

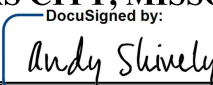
I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: 9/13/2023

By: 
Title: Sr. Vice President

KANSAS CITY, MISSOURI


Date: 9/20/2023

By: 
Name: Andy Shively, P.E.
Title: Deputy Director
Smart Sewer & Stormwater Divisions

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.

 10/5/2023
Director of Finance (Date)

Attachment A3

Scope of Services for Amendment No. 3

Project Milestones

Task Series 210 through 1100 shall be completed by September 1, 2023. Task Series 1200 shall be completed 90 calendar days thereafter.

Task 110 – Project Management and Administration

Due to unforeseen project delays and changes to the scope of services, the Design Professional shall continue participating in monthly progress meetings, various project coordination meetings, preparing monthly invoices, M/WBE utilization reporting, and related management and administration activities. Extended project time due to 18-month land acquisition process required additional project management activities as well as cost escalations due to rate increases.

Task 210 – Public Outreach

Design Professional shall assist with an additional Public Meeting required as part of the Planning Department procedures as well as Water Services procedures. Design Professional will assist with preparing Project specific hardboards showing different segments of the project and provide three (3) staff to assist with answering the citizens' questions. Also provide one (1) full size set of Plans for the project to assist with answering citizens' questions.

Design Professional shall coordinate with Evergy for relocation of overhead power at Second Baptist Church.

Design Professional shall coordinate with City of Kansas City Planning for existing parking lot re-design and new parking lot design at Second Baptist Church to accommodate underground stormwater storage facility.

Design Professional shall coordinate with Public Works and Transit Authority for extensive utility work and re-paving of 39th Street requiring temporary street closure and detour.

Task 310 – Field Investigations and Data Review

Design Professional shall acquire an O&E report for one (1) parcel and write one (1) permanent easement description with associated figure for a relocated Evergy power line.

Task 900 – Sewer Separation and Rehabilitation Design

Design Professional shall redesign storm sewer locations along Bales Ave and 39th Street and from 40th & Monroe to the outfall at Cleveland Street following the 60% and 90%

submittal due to the Owner directed changes to accommodate land acquisition issues and changes in water main alignment.

Design Professional shall prepare demolition specification for residential structure at 4016 Cleveland St.

Design Professional shall utilize the new green infrastructure standard specifications in SpecIntact and revise to align with the green infrastructure features of this project. Green infrastructure specifications shall be revised from unit price to lump sum basis.

Design Professional shall revert the previous cost estimate from a unit price to lump sum. Also provide a schedule of values.

Task 1000 – Water Main Replacement

Design Professional shall redesign sections of the water main replacement and relocation following the 60% and 90% submittal due to the Owner directed changes. Design Professional shall design an additional three blocks of water main relocation.

Design Professional shall revert the previous cost estimate from a unit price to lump sum. Also provide a schedule of values.

ATTACHMENT C3
FEE ESTIMATE - AMENDMENT #3
SEWER SEPARATION: 40TH & MONROE
PROJECT NO. 81000832 CONTRACT NO. 1507

Staff Name	Sievert, C	Bresette, A	Hardee, R	Sandbothe, A	Henry, A	English, J	Sherman, W	Jordan, J	Banion, B	Yakle, J	Campbell, J	Davies, A	Palmentere, A				
Rate Schedule Code	Sr. Project Manager	Sr. Project Engineer	Sr. Civil Engineer	Project Engineer	Sr. Project Engineer	Sr. Modeler	Sr. CAD/GIS Technician	Sr. Modeler	Sr. Project Engineer	Survey/Technician	Accountant/Project Controls	Accountant/Project Controls	Admin				
Project Role																	
Billing Rate	\$300.96	\$266.03	\$193.10	\$159.63	\$240.77	\$174.16	\$136.77	\$205.63	\$200.00	\$167.20	\$121.45	\$121.60	\$80.41	HDR Expenses	DuBois	Vireo	Total
TASKS																	
A. TASK 110 – Project Management and Administration																	
1 Management and Administration, Progress Meetings	12	8	8	8							8	12					\$10,992
2 MBE/VBE Reporting												16					\$1,946
Subtotal Hours	12	8	8	8	0	0	0	0	0	0	8	28	0				
Subtotal Dollars	\$3,612	\$2,128	\$1,545	\$1,277	\$0	\$0	\$0	\$0	\$0	\$0	\$972	\$3,405	\$0	\$0	\$0	\$0	\$12,938
Total Task 1																	\$12,938
B. TASK 210 – Public Outreach																	
1 Public Meetings	4	4	4	8			8							\$250			\$5,662
2 Coordination with Evergy, Planning Department, Public Works, KATA		2	16	40													\$10,007
Subtotal Hours	4	6	20	48	0	0	8	0	0	0	0	0	0				
Subtotal Dollars	\$1,204	\$1,596	\$3,862	\$7,662	\$0	\$0	\$1,094	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$15,668
Total Task 2																	\$15,668
C. TASK 310 – Field Investigation and Data Review																	
1 Utility Easement				2			4			6							\$1,870
Subtotal Hours	0	0	0	2	0	0	4	0	0	6	0	0	0				
Subtotal Dollars	\$0	\$0	\$0	\$319	\$0	\$0	\$547	\$0	\$0	\$1,003	\$0	\$0	\$0	\$0	\$0	\$0	\$1,870
Total Task 3																	\$1,870
D. TASK 900 – Sewer Separation and Rehabilitation Design																	
1 90% and Final Design																	\$0
Plans and Specifications	8	24	64	64	4		180	24	12					\$250			\$64,534
GI Specifications	2	8	12	12									24				\$8,893
Cost Estimate (Lump Sum to Unit Price to Lump Sum)	4	8	16	16			16										\$11,164
Subtotal Hours	14	40	92	92	4	0	196	24	12	0	0	0	24				
Subtotal Dollars	\$4,213	\$10,641	\$17,765	\$14,686	\$963	\$0	\$26,807	\$4,935	\$2,400	\$0	\$0	\$0	\$1,930	\$250	\$0	\$0	\$84,591
Total Task 4																	\$84,591
E. TASK 1000 – Water Main Replacement Design																	
1 90% and Final Design																	\$0
Plans and Specifications	4	4	24	16			16	4							\$18,000		\$30,467
Cost Estimate (Lump Sum to Unit Price to Lump Sum)		2	2	2											\$1,500		\$2,738
Subtotal Hours	4	6	26	18	0	0	16	4	0	0	0	0	0				
Subtotal Dollars	\$1,204	\$1,596	\$5,021	\$2,873	\$0	\$0	\$2,188	\$823	\$0	\$0	\$0	\$0	\$0	\$0	\$19,500	\$0	\$33,205
Total Task 5																	\$33,205
Total Hours	34	60	146	168	4	0	224	28	12	6	8	28	24				742
Total Billing Amount	\$10,233	\$15,962	\$28,193	\$26,818	\$963	\$0	\$30,636	\$5,758	\$2,400	\$1,003	\$972	\$3,405	\$1,930	\$500	\$19,500	\$0	\$148,271

Estimated Fee - Amendment #3

\$148,271

Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

Civil Rights and Equal Opportunity Department

Civil Rights and Wage Assurances

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

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

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

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

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 4
CONTRACT NO. 1507 PROJECT NO. 81000832
PROJECT TITLE - SEWER SEPARATION: 40TH AND MONROE
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HDR Engineering, Inc. (Design Professional). The parties amend the Agreement entered into on March 21, 2019, as follows:

WHEREAS, City has previously entered into a contract dated March 21, 2019 in the amount of \$1,056,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$921,000.00 to amend the total contract amount to \$1,977,000.00; and

WHEREAS, the City executed a No-Cost Amendment No. 2; and

WHEREAS, the City executed Amendment No. 3, in the amount of \$148,271.00 to amend the total contract amount to \$2,125,271.00; and

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$2,200,000.00, to amend the total contract amount to \$4,325,271.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 4, City and Design Professional agree as follows:

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

- A. Add the following section(s):
 - a. Attachment A4 – Scope of Services, attached herein;
 - b. Attachment C4 – Engineering Fee Summary, attached herein;
- B. Delete and replace the following section(s):
 - a. Delete Part II Standard Terms and Conditions, and replace with the following Part II Standard Terms and Conditions, attached herein.
 - b. Delete Sec. 4. Compensation and reimbursables, Subparagraph A and replace with the following Sec. 4 Compensations and reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$4,325,271,000.00, as follows:
 - 1. \$2,986,113.00 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and a Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. The Approved Multiplier shall also apply to the Design Professional Subcontractors listed in the “Non-Construction Subcontractors Listing” found in Attachment J.

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

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 \$1,102,677.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractor’s office personnel labor costs be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in Attachment D.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Two hundred thirty-six thousand four hundred eighty-one dollars (\$236,481.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in Attachment D. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

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

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

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

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

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Andy Shively, P.E.

Title: Deputy Director
Water Services Department

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

ATTACHMENT A4

CONSTRUCTION PHASE SCOPE OF SERVICES

DESIGN PROFESSIONAL: HDR

OWNER: CITY OF KANSAS CITY, MISSOURI
WATER SERVICES DEPARTMENT

PROJECT: SEWER SEPARATION: 40TH & MONROE

WSD CONTRACT NO: AMENDMENT NO. 4 TO CONTRACT NO. 1507

WSD PROJECT NO: 81000832

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate construction of new conveyance facilities, green infrastructure, and rehabilitation of existing sanitary sewers located in the Lower Blue River basin in Kansas City, Jackson County, Missouri.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to separate the combined sewers within the 225-acre 40th & Monroe project watershed by constructing new storm sewer, sanitary sewer, and green infrastructure facilities, and to rehabilitate existing sewers, related manholes and service laterals within the project area.
- B. Federal Consent Decree. This project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Smart Sewer Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree. DESIGN PROFESSIONAL has prepared design documents for the Sewer Separation: 40th & Monroe project. Under this Amendment No. 2, the City is contracting with DESIGN PROFESSIONAL to provide Construction Phase Services for the project.

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

Construction Phase Services

1. Task Series 1100 – Project Management and Administration
2. Task Series 1200 – Public Involvement and Coordination
3. Task Series 1300 – Construction Phase Engineering Services
4. Task Series 1400 – Resident Project Representative Services
5. Task Series 1500 – Project Close Out

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

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

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

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. CONTRACTOR will provide a construction office for use by DESIGN PROFESSIONAL's Resident Project Representative (RPR) and DESIGN PROFESSIONAL's Assistant Resident Project Representatives (ARPRs).
4. The DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in all safety procedures and precautions.
5. The CITY will provide one CONSTRUCTION MANAGER (CM) that will support the CITY's Project Manager (PM). CM will support the PM in facilitating the timely resolution of construction related issues that arise working collaboratively with DESIGN PROFESSIONAL and its RPR, Field Operations Managers (FOM) and Contractors.

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

5. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
6. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will generally determine that the results certified indicate compliance with the contract documents.

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

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY and the CONTRACTOR:
 1. Task Series 1100. DESIGN PROFESSIONAL shall complete this Task Series 1100 within 30 calendar days after completion of Task Series 1500.
 2. Task Series 1200. DESIGN PROFESSIONAL shall complete Task Series 1200 within 665 calendar days after authorization by CITY.
 3. Task Series 1300 to 1400. DESIGN PROFESSIONAL shall complete Task Series 1300 to 1400 within 665 calendar days after CITY's issuance of a Notice to Proceed to CONTRACTOR.
 4. Task Series 1500. DESIGN PROFESSIONAL shall complete Task Series 1500 within 60 calendar days of either the CONTRACTOR's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of CONTRACTOR's Final Application for Payment, whichever occurs later.
 5. DESIGN PROFESSIONAL's completion schedule may be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL or as approved by the CITY.

III. BASIC SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

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

TASK SERIES 1100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration shall be to manage, direct and oversee each element of the Basic Scope of Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the work. The management tasks listed below shall be provided by DESIGN PROFESSIONAL. Project management and administration for Task Series 1100 through 1500 is included in Task Series 1100. It is assumed that construction phase services and design services will be concurrent.

Task 1101 Project Management Services

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

Task 1102 Monthly Invoicing

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

Task 1103 Monthly Project Status Report

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

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

The DESIGN PROFESSIONAL shall provide a tracking graph of the forecast and results to date of invoice period that clearly shows progress to date.

Task 1104 Subconsultant Agreements and Administration

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

Task 1105 Work Plan

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

TASK SERIES 1200 - PUBLIC INVOLVEMENT AND COORDINATION

Task 1201 Public Meeting

CITY and DESIGN PROFESSIONAL shall facilitate one public meeting prior to the start of construction. The purpose of the public meeting is to introduce the CONTRACTOR and DESIGN PROFESSIONAL/RPR, present CONTRACTOR's preliminary schedule and milestones, construction specifics, and to inform the public of what to expect during construction. DESIGN PROFESSIONAL's project manager, and RPR will attend the meeting. CITY shall prepare for the public meeting with the assistance of the DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall assist the CITY by providing 3 exhibit(s) on presentation board(s) and/or on PowerPoint slides, Construction Contract Drawings, and responding to questions.

Task 1202 Correspondence and Tracking 311 Cases

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

TASK SERIES 1300 - CONSTRUCTION PHASE ENGINEERING SERVICES

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

Task 1301 Review CONTRACTOR's Schedules

1. DESIGN PROFESSIONAL shall review and provide comments to CITY on CONTRACTOR's schedule of values and advise CITY as to acceptability.
2. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
3. DESIGN PROFESSIONAL shall receive and review the CONTRACTOR's initial schedule of shop drawing submissions and advise CITY as to its acceptability.
4. DESIGN PROFESSIONAL shall receive, review and comment on the CONTRACTOR'S base line and monthly construction schedules. DESIGN PROFESSIONAL's review shall be for general conformity to the requirements for scheduling requirements defined in the Construction Contract Documents, to determine

if the CONTRACTOR'S construction schedule, activity sequence and construction procedures include construction sequencing and any special conditions such as those required for CITY to keep existing facilities in operation as specified in the Construction Contract documents. DESIGN PROFESSIONAL shall summarize the review comments related to each schedule submittal and submit them to the CITY for consideration, input and acceptance. Review comments acceptable to the CITY shall be transmitted to CONTRACTOR

Task 1302 Meetings, Conferences, and Site Visits

1. DESIGN PROFESSIONAL shall facilitate a pre-construction conference with the CITY and CONTRACTOR to review the project communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the project. DESIGN PROFESSIONAL shall preside over the meeting, prepare meeting minutes, and submit meeting minutes to the CITY for review and approval. DESIGN PROFESSIONAL shall distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web based document management system.
2. DESIGN PROFESSIONAL shall attend up to 26 monthly progress meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY, provide comments directly to CONTRACTOR.
3. DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform up to 48 periodic site visits. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the Achievement of Full Operation inspection, and the final completion inspection.

Task 1303 Document Management and Work Tracking Application

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

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

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

Task 1304 Shop Drawings and Data Submittals

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

1. DESIGN PROFESSIONAL will respond to submittals posted to CITY's document management system within fourteen (14) consecutive calendar days for final approval.
2. To establish the basis for DESIGN PROFESSIONAL's compensation, up to 65 submittals, including re-submittals, are budgeted to be reviewed as part of the Scope of Services. Reviews of submittals shall be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service.

Task 1305 Payment Requisitions

DESIGN PROFESSIONAL, after initial review and recommendation by RPR, shall review the Application for Payment (up to 26) and accompanying supporting documentation for compliance with Construction Contract Documents and CITY's established procedures. Review shall include cross-checking receipt of required test or post-installation documentation that is required prior to payment. DESIGN PROFESSIONAL shall review the Application for Payment within the CITY's document management system, noting particularly their relation to the Schedule of Values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 1306 Interpretations of Contract Documents

DESIGN PROFESSIONAL shall issue with reasonable promptness written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Construction Contract Drawings and Specifications prepared by the DESIGN PROFESSIONAL. Interpretation

of documents prepared by the CITY shall be performed by the CITY. DESIGN PROFESSIONAL's interpretations, proposed responses to RFIs, and clarifications shall be provided to the CITY for review and approval. The final version will be distributed by the DESIGN PROFESSIONAL to the CONTRACTOR, CITY, and RPR. A total of 60 RFIs are assumed.

Task 1307 Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests

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

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

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

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

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

To establish basis for DESIGN PROFESSIONAL's compensation, up to 6 claims, 6 allowance authorizations, 6 change orders, and 12 work change directives are budgeted to be evaluated and prepared. CITY shall execute all work change directives and change orders covering changes in the work, changes in the contract price or contract times for work defined in change order and work change directive requests and agreed upon by CITY and CONTRACTOR.

Task 1308 Post-Rehabilitation Submittal Reviews

1. DESIGN PROFESSIONAL shall review up to 19,000 linear feet of post-rehabilitation CIPP CCTV inspection records and associated full wrap CIPP Short or Long Liner service connections as submitted by the CONTRACTOR throughout the project area prior to approving CONTRACTOR's monthly pay application. DESIGN PROFESSIONAL's staff reviewing the CCTV inspection records shall be PACP certified.
2. DESIGN PROFESSIONAL shall review up to 19,000 linear feet of the Contractor's final completion post rehabilitation CCTV and new pipe construction submittal package prior to achievement of full operation, including all full wrap CIPP Short or Long Liner and open cut lateral connection replacements post-rehabilitation CCTV records, as submitted by the CONTRACTOR at the end of the project for final acceptance. DESIGN PROFESSIONAL shall provide a summary of the condition of the CCTV inspected assets and any defects recorded for the Punch List. DESIGN PROFESSIONAL's staff shall be PACP certified.

Task 1309 Achievement of Full Operation Review and Final Completion Inspection

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

TASK SERIES 1400 - RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL shall provide a full time Resident Project Representative (RPR) to provide field observation services. The duration of RPR services is based on a 24 month period to Achievement of Full Operation and a 90 day closeout period for the project area. DESIGN PROFESSIONAL shall submit the resumes of proposed RPR candidates to CITY for its consideration and selection of RPRs to perform RPR services. CITY reserves the right to conduct informal interviews of the proposed RPR candidates and select the candidate(s) that CITY concludes to be qualified to perform RPR services.

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

record drawing submittal. On a monthly basis, RPR shall review for accuracy and completeness the Contractor's record drawings.

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

1. Anticipated RPR Level of Effort: To establish the basis for DESIGN PROFESSIONAL's compensation for resident inspection, the RPR's effort for Task Series 1400 is limited to 5,600 hours (assume 2,100-hrs for HDR, 2,100-hrs for DuBois (MBE), and 1,400-hrs for TREKK (WBE)). DESIGN PROFESSIONAL shall manage the effort associated with Tasks so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. General Responsibilities: RPR shall be present for pre-construction photography/video and as necessary from the CONTRACTOR's mobilization until final completion of the work or up to the budgeted number of hours indicated herein. The RPR shall be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting Achievement of Full Operation review and final completion inspections of the work.

Task 1401 Contractor Schedules

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

Task 1402 Preconstruction Conference, Meetings, and Field Conferences

DESIGN PROFESSIONAL and RPR shall attend the preconstruction conference and up to 26 monthly progress meetings and up to 24 other meetings with CITY and CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance:

Task 1403 Liaison

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

1. Discuss work activities on site with the CONTRACTOR on a daily basis. When the CONTRACTOR does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities while on-site and document for the CITY in a daily report. Awareness of job site activities, at times when the RPR is not on-site, is limited to that which is reported to the RPR by the CONTRACTOR by telephone.
3. Track the CONTRACTOR's progress on a daily basis and document in a daily report to be submitted to CITY. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed, street address of service laterals replaced or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. Record shall include quantities for payment (by asset, daily totals and to-date totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR will not be observing all of the construction work, record will rely upon daily conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and on a hard copy map; provide copies of the Excel file and hard copy map with the monthly report.
4. Provide a monthly summary of work completed by the CONTRACTOR on CITY approved record documents in the Monthly Construction Phase Services Project Status Report.
5. Witness and document testing performed by the CONTRACTOR.
6. Inspection and approval of open cut point repairs, service line repair/replacement, and manhole lining shall be the CITY's standard inspection method, by the RPR. Construction quantities, addresses, dates, etc., shall be tracked by the RPR.
7. Assist the City's Project Manager in addressing 311 action center cases. RPR shall document all public communications and coordinate all issues directly with the City's Project Manager.

Task 1404 Review of Work, Rejection of Defective Work, Inspections and Test

1. RPR shall conduct on-site observations of the work in progress to assist CITY and DESIGN PROFESSIONAL in determining if the work, in general, is proceeding in accordance with the contract documents.

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

Task 1405 Records

1. RPR shall maintain in the trailer, orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders and work change directives, field orders, additional drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the contract documents, progress reports, and other project-related documents.
2. RPR shall keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 1501.

Task 1406 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL via the web-based document management system a daily report of RPR observed events at the job site, including the following information.
 - a. Hours the CONTRACTOR worked on the job site.
 - b. CONTRACTOR and subcontractor personnel on job site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the job site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Daily sign-off of quantities of work completed for unit price items (separate CITY-provided form shall be used).
 - i. Observations pertaining to the progress of the work. Materials received on job site.
 - j. Construction issues and resolutions or proposed resolutions to issues
2. Furnish DESIGN PROFESSIONAL and CITY periodic reports as required by the DESIGN PROFESSIONAL and/or CITY to detail progress of the work and CONTRACTOR's compliance with the approved progress schedule and schedule of shop drawing submissions.
3. Consult with DESIGN PROFESSIONAL and CITY in advance of scheduled major tests, inspections, or start of important phases of the work.
4. Report immediately to DESIGN PROFESSIONAL and CITY upon the occurrence of any accident.
5. All reports shall be prepared using CITY-provided forms and uploaded to the web-based document management system.
6. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.

Task 1407 Payment Requisitions

RPR shall review up to 24 applications for payment with CONTRACTOR for compliance with the CITY's established procedure for their submission noting particularly their relation to the

schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

Task 1408 Achievement of Full Operation and Final Completion

1. Achievement of Full Operation:

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

2. Final Completion

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

TASK SERIES 1500 - PROJECT CLOSEOUT

Task 1501 Construction Records Drawings

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

Task 1502 Furnish CONTRACTOR’S Completion Documents

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

Task 1503 Project Closeout Documentation

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

Task 1504 Update GIS

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

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

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

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance. This allowance is for additional professional services that may be required during the Project. Optional Services will not be performed nor is the DESIGN PROFESSIONAL approved to utilize any allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services will be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

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

(End of Scope of Services)

ATTACHMENT A4

Sewer Separation: 40th & Monroe 81000832/1507
Project Description - Construction Phase Services
Scope and Fee Estimate - NOVEMBER 2023

	Staff Name	Sievert, C	Sandbothe, A	Hardee, R	Graham, T	Haynes, P	Wiseman, D	McCann, V	Dady, C	Beamer, B	Dragoo, D	TBD	Jordan, J	Sherman, W	Campbell, J	Davies, A	Imhoff, C	Dove, E	Babcock,Ch	Leipard, A	Total HDR Hours	HDR Expenses	DuBois (MBE)	Parson & Associates (MBE)	TREKK (WBE)	Total
	Rate Schedule Code	Sr. Project Manager	Project Engineer	Sr. Civil Engineer	EIT	EIT	Sr. Project Engineer	EIT	Project Engineer	Project Engineer	Sr. CAD/GIS Technician	Survey/Technici an	Sr. CAD/GIS Technician	Sr. CAD/GIS Technician	Accountant/Proje ct Controls	Accountant/Proje ct Controls	Principal	Sr. Project Engineer	Project Manager	Modeler						
	Project Role	PIC/PM	Asst PM	Engineer	Engineer	Engineer	Geo/Structural	Structural	Electrical	Roads/Traffic	Constr Mngr	RPR	CADD Mngr	CADD	Project Controls	Accounting	QA/QC	QA/QC	Risk Mngt	GIS						
	Billing Rate	\$321	\$170	\$213	\$126	\$112	\$301	\$129	\$169	\$194	\$211	\$146	\$220	\$146	\$146	\$140	\$406	\$267	\$203	\$173						
TASKS																										
A. Task 1100 - Project Management and Administration (575(SC), 90(FC), 60(1500) + 30(1100) 755total)																										
1101	Project Management Services	80	140	60	60										60		8		8		416	\$500	\$20,000	\$2,000	\$10,000	\$116,011
1102	Monthly Invoicing (assume 26 total)	26	40													60				126						\$23,547
1103	Monthly Status Report (assume 26 total)	26	40													48				114						\$21,873
1104	Subconsultant Agreements and Administration	16	24												24		4		4	72						\$15,176
1105	Work Plan	4	16	8	16															44						\$7,724
	Subtotal Hours	152	260	68	76	0	0	0	0	0	0	0	0	0	84	108	12	0	12	0	772					
	Subtotal Dollars	\$48,857	\$44,326	\$14,461	\$9,542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,273	\$15,067	\$4,870	\$0	\$2,435	\$0		\$500	\$20,000	\$2,000	\$10,000	\$184,331
Total Task 1100																										\$184,331
B. Task 1200 - Public Involvement and Coordination (665 days)																										
1201	Public Meeting	8	8	4	8	8									16						52	\$350		\$4,500		\$13,877
1202	Correspondence and Tracking 311 (assume 20 calls ~ 3 hrs/ea to track and resolve)	2	16		24	24														66				\$8,500		\$17,581
	Subtotal Hours	10	24	4	32	32	0	0	0	0	0	0	0	16	0	0	0	0	0	0	118	\$350	\$0	\$13,000	\$0	\$31,458
	Subtotal Dollars	\$3,214	\$4,092	\$851	\$4,018	\$3,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,337	\$0	\$0	\$0	\$0	\$0	\$0		\$350	\$0	\$13,000	\$0	\$31,458
Total Task 1200																										\$31,458
C. Task 1300 - Construction Phase Engineering Services (665 days)																										
1301	Review Contractors Schedules	16	24		48	48															136					\$20,656
1302	Meeting, Conferences, and Site Visits	240	320	120	80	80	64	48	24	64								24			1064	\$4,500				\$229,093
1303	Document Management and Work Tracking Application	8	24		48	48															128					\$18,085
1304	Shop Drawings and Data Submittals	24	48	64	240	240	48	64	24	64											816					\$125,799
1305	Payment Requisitions	8	48		64	64															184					\$25,984
1306	Intpretations of Contract Documents	64	64	48	48		24										24	8	24		304					\$71,684
1307	Assist in Evaluating Claims and Preparation of Allowance Authorizations and Change Order Requests	64	64	24	48	48	16	8	8	16			16	48			8	8	8		384					\$75,843
1308	Post-Rehabilitation Submittal Reviews	24	64	48	240	240															616					\$85,941
1309	Achievement of Full Operation Review and Final Completion Inspection	24	48		48	48									24			24			216					\$37,236
	Subtotal Hours	472	704	304	864	816	152	120	56	144	0	0	16	48	24	0	32	64	32	0	3848					
	Subtotal Dollars	\$151,713	\$120,022	\$64,649	\$108,476	\$91,720	\$45,728	\$15,506	\$9,467	\$27,935	\$0	\$0	\$3,514	\$7,011	\$3,506	\$0	\$12,987	\$17,095	\$6,493	\$0		\$4,500	\$0	\$0	\$0	\$690,321
Total Task 1300																										\$690,321
D. Task 1400 - Resident Project Representative Services (665 days)																										
1401	Contractor Schedules										48										48		\$2,000		\$2,000	\$14,130
1402	Preconstruction Conference, Meetings, and Field Conferences										80										80		\$10,000		\$8,000	\$34,883
1403	Liaison										24										24		\$10,000		\$6,000	\$21,065
1404	Review of Work, Rejection of Defective Work, Inspections and Test										84	2100									2184	\$10,000	\$300,000	\$150,000	\$784,542	
1405	Records										24										24		\$10,000	\$8,000	\$23,065	
1406	Reports and Document Review										30										30		\$8,000	\$6,000	\$20,331	
1407	Payment Requisitions										24										24		\$6,000	\$4,000	\$15,065	
1408	Achievement of Full Operation and Final Completion										24							24			48		\$2,000	\$2,000	\$15,475	
	Subtotal Hours	0	0	0	0	0	0	0	0	0	338	2100	0	0	0	0	0	24	0	0	2462	\$10,000	\$348,000	\$0	\$186,000	\$928,556
	Subtotal Dollars	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,330	\$306,815	\$0	\$0	\$0	\$0	\$0	\$6,411	\$0	\$0						\$928,556
Total Task 1400																										
E. Task 1500 - Project Closeout (60 days)																										
1501	Construction Records Drawings	4	24	24	48	48							24	160							332		\$6,000		\$2,000	\$58,545
1502	Furnish Contractor's Completion Documents	4	16		16	16															52					\$7,821
1503	Project Closeout Documentation	16	24		24	24									24						112					\$18,452
1504	Update GIS	4	16										24	48							160					\$44,035
	Subtotal Hours	28	80	24	88	88	0	0	0	0	0	0	48	208	24	0	0	0	0	160	748					
	Subtotal Dollars	\$9,000	\$13,639	\$5,104	\$11,048	\$9,891	\$0	\$0	\$0	\$0	\$0	\$0	\$10,541	\$30,383	\$3,506	\$0	\$0	\$0	\$0	\$27,740		\$0	\$6,000	\$0	\$2,000	\$128,853
Total Task 5																										\$128,853
F. Task - OPTIONAL SERVICES																										
1	Optional Services - TBD																				0					\$236,481
	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
	Subtotal Dollars	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Total Task 6																										\$236,481
Total Hours		662	1,068	400	1,060	936	152	120	56	144	338	2,100	64	272	132	108	44	88	44	160	7,948					15,896
Total Billing Amount		\$212,784	\$182,078	\$85,064	\$133,084	\$105,208	\$45,728	\$15,506	\$9,467	\$27,935	\$71,330	\$306,815	\$14,055	\$39,731	\$19,286	\$15,067	\$17,857	\$23,505	\$8,928	\$27,740		\$15,350	\$374,000	\$15,000	\$198,000	\$2,200,000

26.3
25.17

42.4

15.9

42.1

37.2

6.0

Base Project Fee
Optional Services
Total Amendment 4

\$1,963,519
\$236,481
\$2,200,000

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city

Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel.

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

Sec. 25. Title VI of the Civil Rights Act of 1964.

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

Sec. 26. Non-Discrimination in

Employment.

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

Sec. 27. Ban the Box in Hiring and Promotion.

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

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

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

Sec. 28. Affirmative Action.

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

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

CREO at any point within the previous two (2) calendar years.

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

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

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