

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NO. 81000713, CONTRACT NO. 1174
IN-LINE STORAGE: OK CREEK GATES**

**WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Black and Veatch Corporation (“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 design of a new gate structure with automatic control from water level sensors located upstream of the structure to store approximately 20 million gallons of combined sewer flow in the existing double 17 ft. high x 18 ft. wide box culverts, which are located approximately at 2301 State Line Road (Turkey Creek Pump Station) in Kansas City, Missouri.

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 reports, maps, models and renderings in the form requested by City. Specific requirements for drawings and specifications are included in **Attachment B.**
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional.

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 \$751,525.00, as follows:

1. \$488,565.00, 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 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**.
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 \$197,960.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation, travel costs of contracted resource specialists requested by City, and public outreach materials.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Sixty-Five Thousand dollars (\$65,000.00) 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. 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 offset until such time as the exact amount of damages due City from Design Professional may be determined.

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

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

Design Professional:

Black & Veatch Corporation
Contact: Jeff Henson
Address: 8400 Ward Parkway
Kansas City, MO 64114
Phone: 913-458-3410
Facsimile: 913-458-3626
E-mail address: HensonJ@bv.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- C. Provide standard City forms as required.
- D. Provide City – Licensed Geographical Information System Data set forth in **Attachment G**, 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 (See Exhibit B)

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D – HRD Documents

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

Attachment E – Employee Eligibility Verification Affidavit

Attachment F – Non-Construction Subcontractors Listing

Attachment G - Licensed Geographical Information System Data Truth in Negotiation Certificate

Affidavit of Compliance With the Federal Consent Decree

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

Sec. 11. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE

Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment D**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec.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.

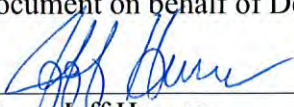
Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 6/20/2015

By: 
Name: Jeff Henson

Title: Associate Vice President

KANSAS CITY, MISSOURI

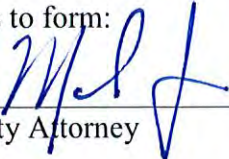
Date: 9/4/15

By: 

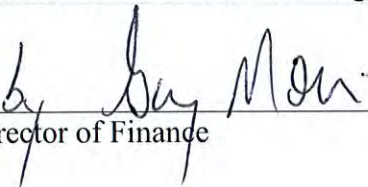
Name: Terry Leeds

Title: Director of Water Services

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.

 9.14.2015
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 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 3 of City's Code. Design Professional shall:

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first

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

Section 24. Truth-In-Negotiation Certificate

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

Section 25. Consent Decree Project

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

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

in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

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

Day 1 through Day 30 - \$1000 per day;
Day 31 through Day 60- \$2000 per day;
Day61 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

SCOPE OF SERVICES

Owner: City of Kansas City, Missouri
Project: In-Line Storage: OK Creek Gates
City Contract No.: 1174
City Project No: 81000713

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 (DP) to facilitate the design of the In-Line Storage for the OK Creek Gates Project.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to design and construct a new gate structure with automatic control from water level sensors upstream of the structure to store approximately 20 million gallons of combined sewer flow in the existing 17 ft. high x 18 ft. wide double box culvert, which are located approximately at 2301 State Line Road (Turkey Creek Pump Station) in Kansas City, Missouri. The new gates will replace existing flap gates located just downstream of the existing diversion structure and new rock box. As such, the CITY is contracting with DP to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Plan. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its sub-consultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking the Project as mandated by the Federal Consent Decree to prepare construction contract documents for in-line storage of combined sewer flow.
 1. Up to 20 million gallons of combined sewer flow shall be stored to reduce the overflow frequency and volume from Outfall 005 during a typical year.
- D. Follow-On Phases. At the discretion of the CITY and after completion of the Project designs, the DP may be requested to provide construction phase services for the Project.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional design and bid phase services for in-line storage of combined sewer flow. The Work consists of the following professional services:
 1. Evaluation and design of a large gate control structure consisting of, sluice, roller or other types of comparative gates.
 2. Design of deep in-ground structure(s) with sheeting, shoring and groundwater dewatering conditions.

3. Design of hydraulically-actuated automated gate controls utilizing water level sensors placed upstream in the box culverts, Supervisory Control and Data Acquisition (SCADA), stand-by generator and ancillary equipment.
4. Dynamic hydraulic modeling of combined sewers using XPSWMM.
5. Preparation of construction contract documents.

F. Project Needs/Goals

1. The DP shall perform professional engineering services for conceptual, preliminary and final design for the preparation of final construction contract documents (plans and specifications) for a new gate control structure in the existing OK Creek 17 ft. wide x 18 ft. high double box culvert. The DP shall perform evaluations to store up to 20 million gallons upstream in the double box culvert and to determine the level of overflow control that can be achieved through use of in-line storage. The gate structure is to replace the existing flood control flap gates downstream of the pump station diversion structure and rock box. The existing flood control flap gates shall be removed.
2. The new gate structure will be used for overflow and flood control and must retain combined sewer flows in the double box culvert as well as prevent high river stages from the Kansas River from backing up into the Turkey Creek Pump Station. Controls for the new gate structure will be installed in the existing Turkey Creek PS, utilizing space allocated for the controls and electrical conduits being installed by others as part of the Turkey Creek Pump Station Rehabilitation Project.
3. Services also include topographical surveys, evaluation of site conditions and limitations, condition assessment of the double box culvert, basement assessment including investigation of any aged brick sewers upstream of the box culverts that may contain stored flow, geotechnical investigation, permitting assistance, coordination with CITY and utility companies regarding infrastructure planning and preparation of opinions of probable construction cost.

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 - Conceptual Design
3. Task Series 300 - EnvisionTM Sustainability Design
4. Task Series 400 - Preliminary Design
5. Task Series 500 - Develop Construction Contract Documents
6. Task Series 600 - Bid Phase Services

H. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP 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 Procurement. Construction contract documents developed by DP shall be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents is anticipated for single construction project built by a single general contractor. Multiple contracts may need to be considered such as procurement of gates and early start for deep excavation and dewatering to meet the Project schedule. In addition, cleaning of the box culverts and structural repairs may also be necessary and performed under separate contracts.
- J. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will 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 DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones and CITY Review Requirements
 1. DP will complete Task Series 200 through 400 within 180 calendar days following the City's issuance of a Notice to Proceed to DP and Task Series 500 within 365 calendar days following the City's issuance of a Notice to Proceed to DP. All tasks identified in this Scope of Services including Task Series 100 and 600, except those identified as Optional Services, will be performed within 455 calendar days of a written Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP or as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP 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 Scope of Services is based on a phased approach: conceptual design to establish the basis of design followed by the development of the contract documents. The findings of the Conceptual Design Phase will determine the storage volume based on field assessment of sediment depths and basement elevations, and limited hydraulic modeling based on varied hydraulic grade line. Tasks included in the Conceptual Design Phase will include review of previous documents, condition assessment of the double box culvert, basement assessment, hydraulic modeling, evaluation of gate types and controls, evaluation of flushing and sediment control options, evaluation of deep construction methods, and contracting strategy. At the conclusion of the Conceptual Design Phase, the CITY will confirm the Project Goals and Objectives that will form the Basis of Design and subsequent preparation

of contract documents for the Project. The full Scope of Services as described below is based on a single gate assembly located at the location of the existing flap gates, and real time control (SCADA) to support this single gate assembly concept.

The following Task Series describe the Basic Scope of Services to be provided by the DP 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 DP in completion of the Work. The following management activities will be provided by DP.

Task 101 Project Management Services

Provide project administration 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.

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 which shall accompany the monthly invoice submittal. Each invoice by DP and subcontractors shall be broken down by each task. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DP, 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 DP's ability to meet 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 Basic 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. The DP shall complete monthly data input/upload onto the project's SharePoint site and these uploaded documents may include monthly meeting minutes, reports, deliverables and similar pertinent project documents.

Task 103 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 104 Quality Control

DP's Quality Control Program shall be implemented on all phases and tasks of the project to provide an independent review of the work. Quality control reviews will include checks for

conformance with regulatory agency requirements, risk assessment, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date. Participation at this meeting shall be limited to the DP's PM and no more than 2 staff members, and no more than 1 member of key subconsultant's staff.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - b. A summary of the project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work.
 - d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
 - e. Upload pertinent deliverables to project SharePoint site on a weekly basis.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 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 CITY when requested.

Task 107 Progress Meetings

Participate in up to eight (8) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - CONCEPTUAL DESIGN

Task 201 Review Previous Documents

Review and utilize the previous studies, record drawings, and planned projects for the project area to gain a better understanding of the existing conditions, to identify suspected or known

problem items within the project area, and to identify improvements required for the project. WSD will provide the available studies, photographs inside the OK Creek box culverts, record drawings, and planning documents to the DP. DP will review the XPSWMM version of the OK Creek sewer system to confirm existing condition overflow volumes from the OCP study.

Task 202 Condition Assessment

1. DP shall furnish the necessary labor, supervision, equipment and material to perform an internal investigation of approximately 2,000 linear ft. of double 17 ft. x18 ft. box sewer pipe for the proposed OK Creek gate structures to determine the capacity for in-line storage. If significant debris is observed and it continues beyond this prescribed footage, additional assessment may be completed upstream as part of Optional Services.
2. Field Inspection Activities
 - a. An internal sewer walk will be conducted utilizing an experienced 7-person crew trained in confined space inspections. The internal sewer walk will be conducted by two experienced crew members who will assess the volume of sediment and visually inspect each box structure. Efforts will include a depth of flow measurement and level of debris every 250 ft. Findings will be documented and digital photos taken of major defects or obstructions. The inspection will include a general sewer condition assessment and connecting pipes if found. The crew will move through the interceptor at a uniform rate, stopping when necessary to insure proper documentation of the condition. If a connecting pipe or interconnection between boxes is encountered, the crew shall stop and document the location. If, during the inspection operation, the crew cannot pass through the interceptor, the crew shall note the location and cause of the stoppage and notify the CITY.
3. Dewatering and Cleaning
 - a. It is anticipated that flow conditions will allow sufficient access to complete all required inspections without the need for dewatering and cleaning.
4. Analysis & Reporting
 - a. DP will submit a summary of findings and all data collected from investigation activities for review and comment in the Conceptual Design Report. DP will also provide an overall condition rating of each box culvert and identify major issues. Additionally, DP shall submit the following deliverables:
 - Digital photos in .jpeg format
 - Map of pipe segments with location of findings
 - Copy of field notes and overall condition rating of each box culvert

Task 203 Basement Assessment

Through a subconsultant, DP shall conduct the necessary survey or field investigation of buildings, manholes, inlets and other structures to ensure there are no basement backups or storage of combined sewage within brick sewers or other structures that are not structurally

adequate to handle such volumes and fluctuations of flow scenarios for the volume of stored flow that is planned.

1. Perform a mail survey of all buildings within the tributary area of the Turkey Creek Pump Station upstream of the planned gate location for approximately 4,000 linear ft., to determine which buildings have basements that could be adversely affected by sewer backups (anticipated to be those buildings below an approximate ground surface elevation of 755.0 ft.). Contact information for building owners will be provided by the CITY. Letters will be printed and mailed by the CITY. The budget for this task will include additional coordination with property owners to answer questions and coordinate the survey work.
2. Identify buildings within the Turkey Creek Basin which have basements which may be affected by surcharging the existing combined sewer system. Survey basement floor elevations and floor drains to determine elevations where building basements would be impacted by sewers backed up by gate operations. It is anticipated there are up to 300 buildings with basements that may be effected in the area. Up to 10% or 30 buildings will be hard surveyed to determine basement elevations. Buildings surveyed shall vary throughout the Turkey Creek Basin to obtain widespread elevations throughout the basin. Survey operations will not extend into areas of Kansas which may be tributary to the Santa Fe Pump Station.

Task 204 Modeling

The DP shall utilize the computer model provided by the CITY of the project area to assess the effectiveness of the in-line storage to store up to 20 million gallons (MG) to reduce the frequency and volume of combined sewer overflows from Outfall 005 during a typical year. An XPSWMM Model of the OK Creek sewer system will be provided to the DP by the CITY upon Notice to Proceed. Modeling shall be performed in accordance with the OCP Hydrologic and Hydraulic Model Protocol dated November 2004.

DP shall investigate in-line storage options of allowing the water surface to reach an elevation upstream of the gate before opening the gate to relieve the system. DP shall investigate up to three different elevations and volumes for storing water upstream of the gate structure and up to two potential gate types. Modeling shall be performed using the same software as was provided to the DP. The DP shall use the results of the hydraulic model to assess possible impacts on tributary sewers.

Task 205 Gate Options and Control Options

DP shall evaluate the use of two different types of gates (roller gates and sluice gates) and various configurations for storage at the one downstream gate location. Each of the gate types will be evaluated including conceptual opinions of probable cost and options for controlling of the gate in connection with the overall real time control.

Task 206 Flushing and Sediment Control Options

Flushing and Sediment Control Options will be evaluated as part of Optional Services as approved by the CITY.

Task 207 Deep Construction Options and Contracting Strategy

A limited evaluation of various deep construction and groundwater management options will be investigated. This investigation will include a review of the existing rock box construction and groundwater management. A limited review of groundwater management, groundwater freezing, dewatering wells, slurry wall, and sheet piling will be investigated. A conceptual opinion of probable costs will be developed for each of these alternatives and recommendations for the deep excavation method will be provided. In addition, consideration of bidding and contracting strategy will be performed to provide the most cost effective construction. This will include an evaluation of long lead items such as gate structures and an evaluation of contracting the excavation separate from the gate installation.

Task 208 Conceptual Design Report of Findings and Recommendations

DP will submit 5 copies of a draft Conceptual Design Report and electronic files in portable document format (PDF) summarizing Tasks 201 through 207 for review and comment.

Task 209 Conceptual Design Workshop

Conduct a two-hour conceptual design workshop with CITY to discuss the conceptual design findings and recommendations. The CITY will review the information and provide input for the upcoming preliminary and final design. Prepare workshop meeting minutes and submit to CITY within 7 calendar days after workshop. It is anticipated this workshop will be held 14 days following submittal of the Draft Conceptual Design Report. DP will revise the draft Conceptual Design Report as necessary to respond to CITY's comments and submit 5 printed copies of the final Conceptual Design Report and a single electronic PDF file within 15 calendar days.

Task 210 Public Meeting Assistance

Assist CITY in conducting a single public meeting for property owners, which may be affected by the Project. The meeting shall be conducted prior to beginning field investigation activities. The meeting will focus on communicating to the property owners the anticipated nature, location, and schedule of proposed project in the project area. The meeting shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvements, what the businesses and private citizens need to implement on their own property 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. CITY will establish meeting date, meeting time and venue and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.
2. 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. CITY will coordinate distribution of the meeting notices and information to those identified to notify them of the public meeting and increase awareness of the project. CITY shall pay costs related to mailing distribution, copies, and postage.
3. CITY will finalize and approve templates of meeting materials, including agenda, presentations, display boards based on information provided by DP, comment cards

and sign-in sheets for the public meeting. DP shall print all meeting materials and pay all related costs.

4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft meeting minutes within 7 calendar days after the public meeting to the DP. Comments and revisions will be submitted by DP to the CITY within 7 calendar days.

Task 211 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the specific field activities and design phases 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.

TASK SERIES 300 - ENVISION™ SUSTAINABILITY DESIGN

Task 301 Envision™ Credits to Pursue

The CITY has elected to pursue Envision™ goals and design criteria for the Project. The DP shall coordinate, manage, and document Envision™ credits pursued by the Project. The CITY's identified credits include, but are not limited to:

1. QUALITY OF LIFE
 - a. QL1.1- Improve Community Quality of Life- Conserving
 - b. QL3.1- Preserve Historic and Cultural Resources- Improved
2. LEADERSHIP
 - a. LD 1.1- Provide Effective Leadership and Commitment- Conserving
 - b. LD 1.2- Establish a Sustainability Management System- Conserving
 - c. LD 1.3- Foster Collaboration and Teamwork- Conserving
 - d. LD 1.4- Provide for Stakeholder Involvement- Enhanced
 - e. LD 2.2- Improve Infrastructure Integration- Enhanced
 - f. LD 3.1- Plan for Long-Term Monitoring and Maintenance- Conserving
 - g. LD 3.3- Extend Useful Life- Conserving
3. RESOURCE ALLOCATION
 - a. RA 1.3- Use Recycled Materials- Improved
 - b. RA 1.4- Use Regional Materials- Improved
 - c. RA 1.6- Reduce Excavated Materials Taken Off-site-Conserving

- d. RA 1.7- Provide for Deconstruction and Recycling- Enhanced
 - e. RA 2.3- Commission and Monitor Energy Systems- Improved
4. NATURAL WORLD
- a. NW 1.6- Avoid Unsuitable Development on Steep Slopes- Conserving
 - b. NW 1.7- Preserve Greenfields- Improved
 - c. NW 2.1- Manage Stormwater- Improved
 - d. NW 2.3- Prevent Surface and Groundwater Contamination- Superior
 - e. NW 3.3- Restore Disturbed Soils- Improved
 - f. NW 3.4- Maintain Wetland and Surface Water Functions- Improved
5. CLIMATE AND RISK
- a. CR 2.2- Avoid Traps and Vulnerabilities- Conserving
 - b. CR 2.4- Prepare for Short-Term Hazards- Conserving
6. Deliverables - Prepare and provide the following deliverables to the CITY when the final Preliminary Design is submitted.
- a. Prepare and provide a sustainability performance report described in Envision™ credit LD1.1 that demonstrates your firm's and/or subcontractors' overall commitment to achieving sustainability goals.
 - b. Prepare and provide the sustainability management plan described in Envision™ credit LD1.2, in which the project management system is designed to manage the scope, scale and complexity of a project with sustainability goals.
 - c. Prepare and provide documentation as identified in the Envision™ Guidance Manual to support either the desired levels of achievement for the above listed credits or modified levels of achievement as recommended by DP and approved by the CITY. Provide documentation for any additional credits identified by the DP.

Task 302 Monthly Reports

As part of the monthly project status report described in Task 102, with respect to sustainability goals and Envision™ credits, include the following:

- 1. Progress or milestones accomplished since last report
- 2. Key decisions made, including by whom and date
- 3. Key assumptions made, including by whom and date
- 4. Planned progress for the coming month
- 5. Key decisions that will need to be made, including by whom and date

TASK 400 - PRELIMINARY DESIGN

Task 401 Conduct Supplemental Topographic Survey

The CITY will provide the baseline survey and design plans for the Turkey Creek Pump Stations Rehabilitation Project, under construction by others, and the DP shall conduct additional surveys as necessary to define critical features, utilities, or structures within the Project area that were not

previously identified or are not shown on the construction contract documents. 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. The horizontal control coordinates will be indicated in State Plan 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.

1. Coordinate and Locate Utilities – The CITY will provide any utility location coordination information that may have been obtained from the Turkey Creek Pump Station Rehabilitation Project. 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, the DP shall contact each utility company to request utility maps and records.
2. Locate Geotechnical Borings - Survey will provide field locations of all soil borings performed during geotechnical investigations.
3. Obtain any additional survey required to determine location and elevation of existing site features, dimensions and elevations of the gates, pump station diversion box, rock box and upstream inlets, manholes discharging to the double box culvert and relevant upstream infrastructure that maybe affected by the storage volume associated with the project.

Task 402 Perform Geotechnical Investigation

DP shall review the geotechnical investigation report prepared by others for the nearby rock box currently under construction. The existing geotechnical investigation report will be reviewed for adequacy in relation to the proposed gate structures. An update to the existing geotechnical design memorandum will include professional interpretations/opinion of the probable soils to be encountered, foundation recommendations, and an evaluation summary of temporary support options for the excavation. Should supplemental geotechnical engineering be required, the supplemental engineering will be performed as Optional Services approved by the CITY. This may include exploratory field work, laboratory and field testing, and preparation of a geotechnical data report that can be provided to bidders, and a geotechnical design memorandum to define subsurface conditions for the new gates. Included in Optional Services will be to obtain additional or deeper borings for soil or rock corings located at critical Project locations. The additional geotechnical investigations under Optional Services may 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 samples from each boring and retain for future reference. Assign laboratory testing for each sample.
2. Geotechnical Data Report - A geotechnical data report will be prepared that contains boring logs, field testing results, and laboratory testing results.
3. Geotechnical Design Memorandum - A geotechnical design memorandum shall be prepared that discusses 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, sheeting and shoring, dewatering, earth supported improvements, and foundation recommendations. Submit four (4) copies of initial geotechnical design memorandum to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Preliminary Design Memorandum.

Task 403 Prepare Preliminary Design Drawings

The DP shall prepare preliminary design drawings, including plans, sections, and details showing the general arrangement of the one new gate structure, emergency generator, if necessary, and SCADA with connection to the upstream water level sensors, control diagrams and control descriptions. Drawing development will be to an approximate 30-percent design completion stage. 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.

Task 404 Utility Coordination

If necessary, DP will conduct a combined utility coordination meeting at WSD with all impacted utilities and the CITY. Preliminary design drawings will be distributed for review and comment. DP will be responsible for scheduling the meeting, inviting the impacted utilities, preparing the meeting agenda, taking meeting minutes, and distributing meeting notes. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. This task shall also include coordination with all impacted or nearby railroad companies, Missouri Department of Natural Resources (MDNR), U.S. Corps of Engineers, Kaw Valley Drainage District. Utility interruptions and temporary service requirements will be determined. Identified utility owners' requirements will be incorporated into the design documents.

Task 405 Prepare Preliminary Design Memorandum

DP shall prepare a Preliminary Design Memorandum that includes:

- A summary of previous reports and efforts
- The findings of field investigations
- Hydrologic and hydraulic modeling results
- Major component design criteria for the following engineering disciplines:
 - site work
 - mechanical (gates); evaluation of gate types and recommendation
 - structural
 - electrical
 - instrumentation and control
- Control strategies, including flood protection from Kansas River backflow
- Equipment lists
- MDNR construction permitting and other permitting information and procedures, if required
- Apply for and obtain permitting, as required, from US Corps of Engineers, all railroads and Kaw Valley Drainage District

- A description of construction sequencing and construction constraints for component construction
- Envision™ deliverables (3 documents)
- Geotechnical report
- Preliminary opinion of probable construction cost
- Preliminary design drawings

The DP shall submit 5 copies of a draft Preliminary Design Memorandum and a single electronic file in portable document format (PDF). DP shall also submit one copy of the hydraulic model for the combined sewer system. Following a review meeting with the CITY, the DP shall revise the draft Preliminary Design Memorandum as necessary to respond to WSD's comments and submit 5 printed copies of the final Preliminary Design Memorandum and a single electronic PDF file within 15 calendar days.

Task 406 Preliminary Design Review Meeting

DP shall conduct a preliminary design review meeting, up to four hours in length, with CITY staff following the CITY's review of the Preliminary Design Report to discuss the CITY's review comments.

TASK SERIES 500 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Following acceptance of the Preliminary Design Memorandum by the CITY, DP will commence preparation of the construction contract documents.

Task 501 60% Design

1. 60% Design Plan Sheets - DP will prepare and submit 60% complete design drawings for review and utility coordination. Plans will also include detailed information with respect to proposed improvements, including gate structure, emergency generator, instrumentation and controls, SCADA, water level sensors, double box culvert connections, easements, and erosion control. DP shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.
2. 60% Sewer Design and Calculations - Complete the hydraulic and final design calculations for the in-line storage requirements within the double box culvert. This will include gate control using water level sensors in the double box culvert and control schematic and operation sequence for the gates.
3. Construction Sequencing and Constructability Issues- DP shall prepare recommended project sequencing/phasing to maintain combined sewage flow at all times and to maintain access to the pump station. DP will evaluate the sequence of construction, and examine issues of phasing and constructability in consultation with WSD. DP will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with the Stormwater Pollution Prevention Plans and required NPDES permitting.

4. 60% Technical Specifications - The CITY will provide a copy of its front-end contract documents and standard technical specifications for review. DP shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by the DP, where appropriate. The DP shall also develop drafts of Section 00412 – Adjustment Unit Prices, Section 01015 – Specific Project Requirements, and Section 01270- Adjustment Unit Price and Measurement Procedures, if applicable.
5. Update Modeling- Update XPSWMM hydraulic and hydrologic computer models developed if required to reflect design changes made since completion of preliminary design. Demonstrate the effectiveness of the in-line storage in reducing the frequency of combined sewer overflows at Outfall 005 in a typical year. Submit the revised models to the CITY.
6. 60% Opinion of Probable Construction Cost - DP will prepare an opinion of probable construction cost based on the 60% Design Plans developed and any comments received from the CITY of its review of the Preliminary Opinion of Probable Costs submitted. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. Opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
7. Utility Coordination - DP will conduct a combined utility coordination meeting at WSD with all impacted utilities and the CITY. 60% design plans will be distributed for review and comment. DP will be responsible for scheduling the meeting, inviting the impacted utilities, preparing the agenda, taking meeting minutes, and distributing meeting notes. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and temporary service requirements will be determined. Identified utility owners' requirements will be incorporated into the design documents.
8. Prepare 60% Deliverables
DP will submit the following for CITY review;
 - Four (4) printed and bound sets of 60% plans
 - Four (4) printed and bound sets of 60% technical specifications list, specification sections developed by DP, draft Sections 00412, 01015 and 01270
 - Four (4) printed and bound sets of the 60% Opinion of Probable Costs
 - Four (4) printed and bound sets of the 60% Design Calculations
 - Four (4) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
 - A single electronic file in portable document format (PDF) of all documents

The CITY will distribute plans to the appropriate CITY departments and staff for review.

Task 502 60% Review Meeting

DP shall conduct a review meeting, up to four hours in length, with City staff following the City's review of the 60% deliverables to review the City's review comments.

Task 503 90% Design

The purpose of the 90% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to completion of detailed design to 100%.

9. 90% Design Plan Sheets: Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the City for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
10. 90% Technical Specifications: The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DP. The supplemental technical specifications, including Section 01015 – Specific Project Requirements, Section 00412 – Adjustment Unit Prices, and Section 01270-Adjustment Unit Price and Measurement Procedures shall be submitted. The CITY will be responsible for the preparation of all other CITY's standard front end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front end documents to the DP for review prior to the 90% submittal. DP will provide review comments for CITY's incorporation as appropriate into its front end documents and technical specifications.
11. Update Modeling - Update XPSWMM hydraulic and hydrologic computer models developed if required to reflect design changes made since completion of 60% design. Demonstrate the effectiveness of the in-line storage in reducing the frequency of combined sewer overflows at Outfall 005 in a typical year. Submit the revised models to the CITY.
12. 90% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 60% opinion of probable construction cost submitted. The 90% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent. Opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
13. CITY Review: Submit the following for CITY review:
 - a. One (1) full-size set and two half-size (2) printed and bound sets of 90% plans
 - b. Three (3) printed and bound sets of 90% technical specifications developed by the DP

- c. Three (3) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
- d. Three (3) printed and bound sets of the 90% Opinion of Probable Construction Cost
- e. PDF files of plans, specifications, and 90% Opinion of Probable Construction Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review.

Task 504 90% Review Meeting

DP shall conduct a review meeting, up to two hours in length, with CITY staff following the CITY's review of the 90% deliverables to discuss the CITY's review comments.

Task 505 100% Design

The 100% design submittal is meant to be a complete, bid-ready set of construction contract documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction.

- 1. 100% Design Plan Sheets: Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at 100% design completion. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
- 2. 100% Technical Specifications: Address review comments received from the CITY related to 90% submittal and incorporate them into the specifications sections prepared by DP.
- 3. 100% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 90% opinion of probable construction cost submitted. The 100% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.
- 4. CITY Review: Submit the following for CITY review:
 - a. One (1) full-size set and two half-size (2) printed and bound sets of 100% plans
 - b. Three (3) printed and bound sets of 100% technical specifications developed by the DP
 - c. Three (3) printed and bound sets of the 100% Opinion of Probable Construction Cost
 - d. PDF files of plans, specifications, and 100% Opinion of Probable Construction Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review.

5. Review Meeting: Conduct review meeting with City staff, up to 2 hours in length to review the DP's responses to the City's review comments and the opinion of probable construction cost, including the detailed breakdown/basis used to arrive at the total construction cost.

Task 506 Final Construction Contract Documents

DP will address review comments received from the CITY related to the 100% design completion submittal and from other agencies' final reviews and will incorporate them into the final Construction Contract Documents. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DP will provide signed and sealed original documents to the CITY.

Prior to submittal of the signed and sealed Construction Contract Documents the DP shall submit two (2) hard copies and one (1) electronic copy of the corrected final documents for review and acceptance by the CITY.

6. Opinion of Probable Costs - DP shall update the 100% Class 1 cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 100% design submittal.
7. Deliverables - Upon CITY acceptance of the final construction contract documents, the DP will submit the following final deliverables:
 - a. Contract Drawings: 3 copies; all copies – “D” size and properly bound.
 - b. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B and PDF.
 - c. Project Manual: 3 copies; all copies - 8 ½” x 11” size and properly bound. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DP.
 - d. Electronic Project Manual: 1 copy; all copies – PDF.
 - e. Final Opinion of Probable Construction Cost – 1 printed copy, 1 PDF copy.

Task 507 Determine Required Permits and Prepare Applications

Determine what applicable permits may be needed for construction, through communications with the permitting agencies and submit permit applications on behalf of CITY with appropriate permit applications and fees. CITY shall pay all direct permit fees associated with such permits. Communicate with the regulatory agencies and reach an understanding on design objectives and performance requirements.

TASK SERIES 600 - BID PHASE SERVICES

Task 601 Pre-Bid Conference

Attend a pre-bid meeting and respond to questions regarding interpretation of contract drawings, specifications and technical issues. Project advertisement will have a maximum duration of 30 days. DP will attend a pre-bid meeting at a date, time and place provided by the CITY. CITY to prepare agenda and conduct the meeting with assistance from DP. No pre-bid meeting minutes will be prepared.

Task 602 Interpret Bidding Documents and Prepare Addenda

DP will assist the CITY with interpretation of the Construction Contract Documents and develop addenda (up to three) as may be required during the bid advertisement period to clarify the Construction Contract Documents. CITY will post addenda.

Task 603 Review Bids and Make Recommendation of Award

DP will consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation. Evaluate bids and make a written recommendation to CITY regarding contract award.

Task 604 Conforming Documents

DP will incorporate all addenda issued during Bidding Services into the Contract Drawings and Project Manual. DP will provide two (2) half-size and two (2) full-size sets of Conformed Drawings and two (2) sets of the Conformed Project Manual to the CITY. The Construction Contract Documents will also be furnished electronically on CD or DVD in PDF format.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$65,000.00 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 DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP 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. Resolution of problems or revision to the existing XPSWMM model supplied by the CITY.
- B. Model evaluation of sedimentation potential in the sewer upstream of the gate structure using the XPSWMM model to assess the need for system flushing including evaluation of sediment control structures.
- C. Conduct additional linear feet of box culvert condition assessment as directed by the City.
- D. Prepare easement documents as necessary.
- E. Additional Geotechnical Investigations.
- F. Meetings with the public and local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.

- H. Environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- I. Assistance with bid protests and re-bidding.
- J. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. CITY's project schedule, design, or character of construction;
 - 3. Method of financing or availability of funding;
 - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
 - 5. A change to the number of bid packages, which is assumed herein to be one (1) package.
 - 6. Relocation of existing water mains due to the implementation of the proposed improvements and required for constructability of the project improvements.
- K. Reviewing and Processing of Substitutions and Or Equals during the Bid Phase.
- L. Updating the DP's Final Opinion of Probable Construction Cost to reflect items impacted by addenda changes or changes in market conditions.
- M. Providing Construction Phase Services.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, surveys, geotechnical information, contract drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will coordinate meetings between City staff and the DP.
- C. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Conduct the pre-bid conference.
 - 2. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 - 3. ~~The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.~~
- D. Provide the City's Standard Front End Documents and Standard Technical Specifications to DP for review and comment prior to the 60% and 90% design completion submittals. CITY will also provide final Front End Documents and Standard Technical Specifications for incorporation into the Project Manual by the DP.

(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

BLACK & VEATCH CORPORATION
 HOURLY SALARY RATE SCHEDULE
 FOR
 CITY OF KANSAS CITY, MISSOURI
In-Line Storage: OK Creek Gates

Hourly Billing Rates Effective April 1, 2015 through March 31, 2016

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 006	38.37	50.25
	ADM 005	32.25	45.41
	ADM 004	27.81	39.81
	ADM 003	23.25	38.57
	ADM 002	18.50	24.99
Administrative Support (ADS)	ADS-005	30.85	40.43
	ADS-004	21.61	29.79
	ADS-003	17.45	26.18
	ADS-002	17.72	20.00
Architectural (ARC)	ARC-008	65.99	65.99
	ARC-007	59.57	59.57
	ARC-006	50.66	50.66
	ARC-005	45.85	45.85
	ARC-004	36.48	36.48
	ARC-003	28.90	32.84
Construction Services (CNS)	CNS-009	57.92	87.46
	CNS-008	53.44	73.62
	CNS-007	59.08	59.08
	CNS-005	33.29	43.37
Engineering (ENG)	ENG-136	82.79	103.50
	ENG-135	80.13	101.94
	ENG-134	70.07	100.29
	ENG-133	60.67	97.84
	ENG-132	50.00	76.77
	ENG-131	43.42	69.77
	ENG-130	36.07	64.82
	ENG-129	34.33	47.09
	ENG-128	30.00	45.58
	ENG-127	30.00	32.24

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	ENG-097	17.00	25.00
Engineering & Technical Specialties (ENS)	ENS-134	76.67	82.46
	ENS-133	52.32	66.37
	ENS-132	48.84	58.35
	ENS-131	37.21	51.02
	ENS-130	31.91	47.44
	ENS-129	30.00	35.29
	ENS-128	26.63	29.09
	ENS-127	23.08	23.08
Engineering Technician (ENT)	ENT-133	46.62	62.18
	ENT-132	47.72	59.84
	ENT-131	41.29	55.74
	ENT-130	31.11	52.55
	ENT-129	27.83	42.38
	ENT-128	26.03	39.17
	ENT-127	26.79	37.99
	ENT-126	25.13	27.02
	ENT-125	24.72	24.72
	ENT-097	15.00	23.50
Estimating (EST)	EST-007	61.86	71.05
	EST-006	53.28	62.74
	EST-005	40.02	55.60
	EST-004	38.61	48.61
	EST-003	35.26	35.26
Finance (FIN)	FIN-008	68.42	68.42
	FIN-007	57.57	59.85
	FIN-006	44.11	51.45
	FIN-005	37.17	42.70
	FIN-004	30.93	34.29
	FIN-003	23.75	32.48
	FIN-002	22.19	23.67
General Management (GMT)	GMT-009	148.32	152.05
	GMT-008	120.19	150.83
	GMT-007	122.59	149.66
	GMT-006	110.31	126.84
	GMT-005	100.30	108.25
	GMT-004	95.06	103.18

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Marketing & Communications (MAC)	MAC-008	65.00	85.25
	MAC-007	54.57	64.27
	MAC-006	40.87	47.29
	MAC-005	36.20	46.29
	MAC-004	29.14	35.25
	MAC-003	21.93	33.17
	MAC-002	18.75	23.59
	MAC-001	17.55	20.10
Procurement (PCR)	PCR-009	89.15	95.00
	PCR-008	65.79	79.38
	PCR-007	53.85	70.53
	PCR-006	44.23	65.05
	PCR-005	38.22	53.33
	PCR-004	33.16	45.67
	PCR-003	28.09	38.63
	PCR-002	20.34	34.39
	PCR-001	19.04	26.84
Project Controls (PJC)	PJC-007	77.20	77.20
	PJC-006	61.74	66.80
	PJC-005	45.50	58.20
	PJC-004	38.41	56.11
	PJC-003	36.33	45.25
Project Management (PMT)	PMT-008	113.22	138.48
	PMT-007	91.07	131.29
	PMT-006	86.14	122.90
	PMT-005	83.72	111.25
	PMT-004	72.15	108.68
	PMT-003	70.02	96.09
	PMT-002	57.54	86.54
	PMT-001	51.41	82.06
Sales (SAM)	SAM-009	99.75	121.29
	SAM-008	85.86	91.18
	SAM-007	73.19	84.98
	SAM-006	70.25	81.02
Specialized Staff (SPC)	SPC-007	58.26	69.09
	SPC-006	57.72	65.00

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
	SPC-005	46.31	52.02
	SPC-004	37.45	45.06
	SPC-003	28.42	28.42

The "Attachment C" hourly salary rates for an employee may be increased by the Design Professional during the term of this Agreement a maximum of 5 percent annually. Design Professional will provide to the City for approval on April 1st proposed salary rate ranges for the job classifications listed. New job classifications will be added to the above list as applicable.

End of Attachment C

Owner:	Kansas City, Missouri																										
Engineer:	Black & Veatch Corporation																										
Project:	In-Line Storage: OK Creek Gates																										
PHASE/Task	Project Director	Project Manager	Project Secretary/Accountant	Engineering Manager	Civil Design Engineer	Civil Drafter	Project Scientist	Structural Sr. Engineer	Structural Engineer	Sr. Geotech	Geotech	Sr. Hydraulics Modeler	Hydraulics Modeler	Mechanical Senior Engineer	Mechanical Engineer	Electrical QC	Electrical Engineer	Electrical Technician	I&C QC	I&C Engineer	Civil QC	Constructability Reviewer	Senior Estimator	Estimator	SUBTOTAL, hours	SUBTOTAL, Billings \$	
Professional (Billing Rate, \$/Hr.)	Jeff Henson	Charlie Sievert	Carolina Henderson	Gary Schnettgoecke	Josh Tedder	Josey Stone	Devin Wilson			Ray Brainard	Jacques Morrillie	Rich Hayslett	Dave Klaus				Kirk Ivy			Thomas Kuehn							
	\$251.00	\$210.00	\$88.00	\$182.00	\$113.00	\$94.00	\$132.00	\$173.00	\$126.00	\$182.00	\$132.00	\$170.00	\$126.00	\$163.00	\$132.00	\$173.00	\$151.00	\$113.00	\$220.00	\$151.00	\$185.00	\$185.00	\$173.00	\$141.00			
PHASE I BASIC SERVICES																											
100 - PROJECT MANAGEMENT AND ADMINISTRATION																											
101.0	Project Management Services	16	56	56	-																					128	\$ 20,704
102.0	Monthly Invoicing and Status Reports (16 mos.)	-	16	32	20																					68	\$ 9,816
103.0	Subconsultant Agreements and Admin	-	8	32	16	16																				72	\$ 9,216
104.0	Quality Control	2	4		4																					14	\$ 2,810
105.0	Project Kickoff Meeting		4		4							4														12	\$ 2,248
106.0	Work Plan	1	2		2	8						2														15	\$ 2,279
107.0	Progress Meetings (up to 11)	4	22	16	16					4		8														70	\$ 12,032
Subtotal, Hours		23	112	136	62	24	-	-	-	4	-	14	-	-	-	-	-	-	-	-	-	-	-	-	-	379	
Subtotal, Billings		\$ 5,773	\$ 23,520	\$ 11,968	\$ 11,284	\$ 2,712	\$ -	\$ -	\$ -	\$ 728	\$ -	\$ 2,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740	\$ 59,105
200 - CONCEPTUAL DESIGN																											
201.0	Review Previous Documents	1	2	2	3	8				2	2	8					2			2						32	\$ 4,889
202.0	Double Box Culvert Condition Assessment		2	2	4	6						4														18	\$ 2,682
203.0	Basement Assessment		2	2	1	4						4														13	\$ 1,910
204.0	Modeling		2	6	1	4						80	200													293	\$ 40,382
205.0	Gate and Control Options		2	6	4	8		88	40			8								8			2	8	174	\$ 26,886	
206.0	Flushing Tanks and Sediments Control Options																									-	\$ -
207.0	Deep Construction Options and Contracting Strategy		1	4	2	4																	2	4	17	\$ 2,288	
208.0	Conceptual Report for Findings and Recommendations		1	8	6	40				2	2	40	17								4					120	\$ 16,637
209.0	Conceptual Design Workshop		1	4	2	4		4				4														19	\$ 2,750
210.0	Public Meeting Assistance		4		4																					8	\$ 1,568
211.0	Communication with Property Owners																									-	\$ -
Subtotal, Hours		1	17	34	27	78	-	-	92	40	4	4	148	217	-	-	-	-	2	-	-	-	4	12	694		
Subtotal, Billings		\$ 251	\$ 3,570	\$ 2,992	\$ 4,914	\$ 8,814	\$ -	\$ -	\$ 15,916	\$ 5,040	\$ 728	\$ 528	\$ 25,160	\$ 27,279	\$ -	\$ -	\$ -	\$ -	\$ 302	\$ -	\$ -	\$ 2,114	\$ -	\$ -	\$ 692	\$ 1,692	\$ 99,992
300 - ENVISION AND PUBLIC MEETINGS																											
301.0	Envision	4	8	40	24	116																				192	\$ 23,680
302.0	Envision Monthly Reports			8	8	32																				48	\$ 5,776
Subtotal, Hours		4	8	48	32	148	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	240	
Subtotal, Billings		\$ 1,004	\$ 1,680	\$ 4,224	\$ 5,824	\$ 16,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,456
400 - PRELIMINARY DESIGN																											
401.0	Topo Survey / Easements		1		2	4																				7	\$ 1,026
402.0	Geotech Investigation and Reports		2	8	4	4				24	96															138	\$ 19,344
403.0	Prepare Preliminary Design Drawings		5	7	24	10		32	48										2	16	8	8			160	\$ 23,333	
404.0	Utility Coordination		4		2	56																				62	\$ 7,532
405.0	Preliminary Design Memo		4		4	40		4	8	12				1	4		6		2	4	4				93	\$ 12,893	
	Hydraulics / Final Modeling		2									40	80													122	\$ 17,300
	Controls Strategy		2									16	40								5					63	\$ 9,260
	Permitting Coordination		4																							4	\$ 840
	Probable Construction Cost		1		2	6																	4	8	21	\$ 3,072	
406.0	Prel Design Review Meeting		4		6	6		4					4													24	\$ 3,606
Subtotal, Hours		-	29	8	27	140	10	4	44	60	24	96	56	124	1	4	-	6	-	9	20	12	8	4	8	694	
Subtotal, Billings		\$ -	\$ 6,048	\$ 704	\$ 4,950	\$ 15,820	\$ 902	\$ 528	\$ 7,612	\$ 7,560	\$ 4,368	\$ 12,672	\$ 9,520	\$ 15,624	\$ 163	\$ 528	\$ -	\$ 906	\$ -	\$ 1,980	\$ 3,020	\$ 2,220	\$ 1,480	\$ 692	\$ 1,128	\$ 98,426	

Owner:	Kansas City, Missouri																											
Engineer:	Black & Veatch Corporation																											
Project:	In-Line Storage: OK Creek Gates																											
PHASE/Task	Project Director	Project Manager	Project Secretary/ Accountant	Engineering Manager	Civil Design Engineer	Civil Drafter	Project Scientist	Structural Sr. Engineer	Structural Engineer	Sr. Geotech	Geotech	Sr. Hydraulics Modeler	Hydraulics Modeler	Mechanical Senior Engineer	Mechanical Engineer	Electrical QC	Electrical Engineer	Electrical Technician	I&C QC	I&C Engineer	Civil QC	Constructability Reviewer	Senior Estimator	Estimator	SUBTOTAL, hours	SUBTOTAL, Billings \$		
Professional (Billing Rate: \$\$/Hr.)	Jeff Henson	Charlie Sievert	Carolina Henderson	Gary Schnettgoecke	Josh Tedder	Josey Stone	Devin Wilson			Ray Brainard	Jacques Morraille	Rich Hayslett	Dave Klaus				Kirk Ivy			Thomas Kuehn								
	\$251.00	\$210.00	\$88.00	\$182.00	\$113.00	\$94.00	\$132.00	\$173.00	\$126.00	\$182.00	\$132.00	\$170.00	\$126.00	\$163.00	\$132.00	\$173.00	\$151.00	\$113.00	\$220.00	\$151.00	\$185.00	\$185.00	\$173.00	\$141.00				
500 - CONTRACT DOCUMENTS																												
501.0 60% Design		14	10	24	24	10	2	72	132	4	16	8		1	6		16	24	6	32	16	12				429	\$ 62,807	
Probable Construction Cost		1		2	4																		4	16		27	\$ 3,974	
502.0 80% Review Meeting		4		6	8			4		4		2														28	\$ 4,596	
503.0 90% Design		14	10	24	24	10	8	42	72	4	12	8		1	4	8	40	48	4	40	16	12				401	\$ 58,545	
Probable Construction Cost																							4	8		12	\$ 1,820	
504.0 90% Review Meeting		4		6	8			4				2														24	\$ 3,868	
505.0 100% Design		4	5	7	8	3	2	12	24	4	8			1	2	4	16	24	4	32	16					176	\$ 25,748	
Probable Construction Cost		1		2	4																		2	4		13	\$ 1,936	
506.0 Final Contract Documents		4	8	8	16	24	1	2	16								4	8		4						95	\$ 11,670	
Probable Construction Cost		2		2	4																		1	4		13	\$ 1,973	
507.0 Permit Applications		2	8	2	8		8																			28	\$ 3,448	
Subtotal, Hours		51	42	82	108	46	21	136	244	16	36	20		3	12	12	76	104	14	108	48	24	11	32		1,246		
Subtotal, Billings	\$ -	\$ 10,668	\$ 3,674	\$ 14,869	\$ 12,204	\$ 4,362	\$ 2,772	\$ 23,528	\$ 30,744	\$ 2,912	\$ 4,752	\$ 3,400	\$ -	\$ 489	\$ 1,584	\$ 2,076	\$ 11,476	\$ 11,752	\$ 3,080	\$ 16,308	\$ 8,880	\$ 4,440	\$ 1,903	\$ 4,512		\$ 180,385		
600 - BID PHASE SERVICES																												
601.0 Pre-Bid Conference		4	2	6	8																						20	\$ 3,012
602.0 Interpret Docs and Prepare Addenda		4	6	8	12	4		2	4	4																	44	\$ 6,134
603.0 Bid Evaluation		2	4	4	16			2	-	8																	36	\$ 5,110
604.0 Conform Docs		2	12	4	16	24		1	4																		63	\$ 6,945
Subtotal, Hours		12	24	22	52	28	-	5	8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	163		
Subtotal, Billings	\$ -	\$ 2,520	\$ 2,112	\$ 4,004	\$ 5,876	\$ 2,632	\$ -	\$ 865	\$ 1,008	\$ 2,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,201	
700 - Optional Services																												
701.0 Optional Services																												
Subtotal, Hours		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Subtotal, Billings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS																												
Subtotal, Hours	28	229	292	252	550	84	25	277	352	60	136	238	341	4	16	12	84	104	23	142	64	32	19	52		3,415		
Subtotal, Billings	\$ 7,028	\$ 48,006	\$ 25,674	\$ 45,846	\$ 62,150	\$ 7,896	\$ 3,300	\$ 47,921	\$ 44,352	\$ 10,920	\$ 17,952	\$ 40,460	\$ 42,903	\$ 652	\$ 2,112	\$ 2,076	\$ 12,684	\$ 11,752	\$ 5,060	\$ 21,442	\$ 11,840	\$ 5,920	\$ 3,287	\$ 7,332		\$ 488,565		

ATTACHMENT D

HRD DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000713, Contract Number 1174

Project Title In-Line Storage: OK Creek Gates

In-Line Storage: OK Creek Gates Water Services Department
(Department Project) Department

Black & Veatch Corporation
(Bidder/Proposer)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

I, Jeffrey W. Henson, 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: 15 % MBE 10.5 % WBE

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

- a. Name of M/WBE Firm Taliaferro & Browne, Inc. MBE
Address 1020 East 8th Street, Kansas City, MO 64106
Telephone No. (816) 283-3456
I.R.S. No. 48-0758891

- b. 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
- c. Name of M/WBE Firm TREKK Design Group, LLC WBE
 Address 1441 East 104th Street, Suite 105, Kansas City, Missouri 64131
 Telephone No. (816) 874-4655
 I.R.S. No. 43-1953275
- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

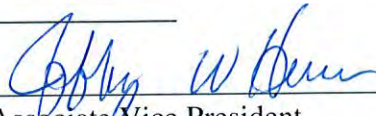
MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Taliaferro & Browne</u>	_____	<u>\$82,000</u>	_____	<u>10.9 %</u>
<u>DuBois Consultants</u>	_____	<u>\$31,100</u>	_____	<u>4.1 %</u>
_____	_____	_____	_____	<u>%</u>
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		<u>\$ 113,100</u>	_____	<u>15 %</u>

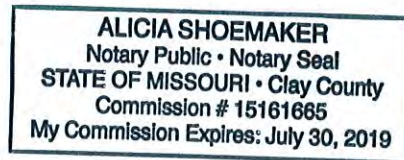
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing 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: Black & Veatch Corporation
Address: 8400 Ward Parkway,
Kansas City, Missouri 64114
Phone Number: 913-458-3044
Facsimile number: 913-458-3802
E-mail Address: HensonJ@bv.com

By: 
Title: Associate Vice President
Date: 8/18/2015
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 18th day of August, 2015.

My Commission Expires: July 30, 2019 
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number 81000713, CN 1174

Project Title In-Line Storage: OK Creek Gates

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("MAW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

T&B will assist in contacting properties and surveying basement elevations to determine the maximum hydraulic gradeline allowed in the OK Creek Sewer. T&B will also provide any additional survey required for design of the project.

for an estimated amount of \$ 82,000 or 10.9 % of the total estimated contract value.

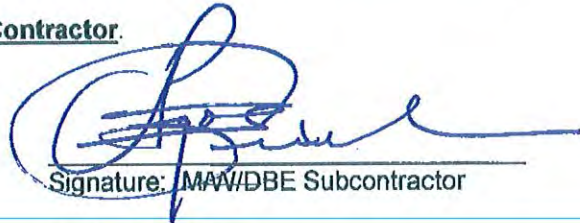
MAW/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize MAW/DBE Subcontractor in the capacities indicated herein, and MAW/DBE 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

Jeffrey W. Henson
Print Name

Associate Vice President
Title

8/19/2015
Date


Signature: MAW/DBE Subcontractor

Hagos Andebrhan
Print Name

President
Title

08/19/2015
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000713, CN 1174

Project Title In-Line Storage: OK Creek Gates

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with DuBois Consultants, Inc. ("MAA/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

DuBois will provide assistance in the structural design of the gate structure and ancillary facilities required for the project.

for an estimated amount of \$ 31,100 or 4.1 % of the total estimated contract value.

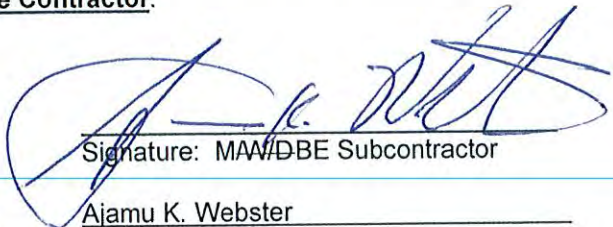
MAA/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize MAA/DBE Subcontractor in the capacities indicated herein, and MAA/DBE 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

Jeffrey W. Henson
Print Name

Associate Vice President
Title

8/19/2015
Date


Signature: MAA/DBE Subcontractor

Ajamu K. Webster
Print Name

President
Title

8-19-2015
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 81000713, CN 1174

Project Title In-Line Storage: OK Creek Gates

Black & Veatch Corporation ("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:

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

TREKK will provide a support of services which includes inspection of 2,000 feet of the double 17 foot x 18 foot box sewer including flow measurements, sediment depths, and visual inspection. TREKK will also assist in assessing which basements will be effected by storage of flow in the sewer, permitting, and preparing plans and specifications for general Civil drawings.

for an estimated amount of \$ 78,700 or 10.5 % 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.

Jeffrey W. Henson
Signature: Prime Contractor

Jeffrey W. Henson
Print Name

Associate Vice President
Title

8/19/2015
Date

Trent Robinett
Signature: MW/DBE Subcontractor

Trent Robinett
Print Name

Partner
Title

8-19-2015
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jeffrey W. Henson, acting in my capacity as Associate Vice President
(Name) *(Position with Firm)*
of Black & Veatch Corporation, 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>15 months</u> (Specify)				

Throughout December 31, 2016 Beginning 1/3 September 2015
Middle 1/3 February 2016 Final 1/3 July 2016
Beginning 1/3 40 % Middle 1/3 40 % Final 1/3 20 %

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)

Associate Vice President

(Position with Firm)

8/30/2015

(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: Black & Veatch Corporation
ADDRESS: 8400 Ward Parkway , Kansas City, MO 64114
PROJECT NUMBER OR TITLE: 81000713, CN 1174, In-Line Storage: OK Creek Gates
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)

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.

Jeffrey W. Hume
Affiant's signature

Subscribed and sworn to before me this 18th day of August, 2015.

Alicia Shoemaker
Notary Public

My Commission expires: 7/30/19





Company ID Number: 11557

Client Company ID Number: 771013

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Black & Veatch Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the



Company ID Number: 11557

Client Company ID Number: 771013

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. 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 objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-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 DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. 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.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a 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, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived 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 system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) 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 mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.



Company ID Number: 11557

Client Company ID Number: 771013

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to 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 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. 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, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent 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)). 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.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a



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similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need



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E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about



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its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees



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assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:



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- a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. 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, U.S. Department of Justice.
 6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA 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.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.



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nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. 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.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. 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 E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of



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DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. 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.

E. The Employer understands that 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Black & Veatch Corporation (Employer) hereby designates and appoints HireRight, Inc. (v25) (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Black & Veatch Corporation	
Name (Please Type or Print) Chris S. Gault	Title Director of IT and NG
Signature 	Date 4/17/14
E-Verify Employer Agent HireRight, Inc. (v25)	
Name (Please Type or Print) Orvella Cartwright	Title
Signature Electronically Signed	Date 04/04/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Black & Veatch Corporation
Company Facility Address	11401 Lamar Overland Park, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431833073
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2



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

KANSAS	1 site(s)
GEORGIA	1 site(s)



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

Name Nathan Van De Voorde
Phone Number (913) 458 - 6638
Fax Number
Email Address VanDeVoordeN@bv.com



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ATTACHMENT F

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Taliaferro & Browne, Inc. Email: hagos@tb-engr.com	Address: 1020 Est 8 th Street, Kansas City, MO 64106 Phone: 816- 283-3456 Fax: (816) 283-0810
2.	Name: DuBois Consultants, Inc. Email: awebster@duboisengrs.com	Address: 5737 Swope Parkway, Kansas City, MO 64130 Phone: (816) 333-7700 Fax: (816) 333-7722
3.	Name: TREKK Design Group, LLC Email: krobinett@trekllc.com	Address: 1441 East 104 th Street, Suite 105, Kansas City, Missouri 64131 Phone (816) 874-4655 Fax: (816) 874-4675
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Black & Veatch Corporation
 Submitted By: *John W. Henson*
 Title: Associate Vice President
 Telephone No.: (913) 458-3410
 Fax No.: (913) 458-3410
 E-mail: HensonJ@by.com
 Date: 8/18/2015

ATTACHMENT G

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.

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, Jeffrey W. Henson, having full authority to act on behalf of Black & Veatch Corporation, 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 In-Line Storage: OK Creek Gates.
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 18th day of August, 2015 before me, Alicia Shoemaker, a Notary Public in and for said state, personally appeared (Jeffrey W. Benson), 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.

Alicia Shoemaker

Notary Public

My commission expires: 7/30/19

ALICIA SHOEMAKER
Notary Public • Notary Seal
STATE OF MISSOURI • Clay County
Commission # 15161665
My Commission Expires: July 30, 2019

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, Jeffrey W. Henson, having full authority to act on behalf of Black & Veatch Corporation, do solemnly swear under oath to the following:

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



Signature of affiant

On this 18th day of August, 2015 before me, Alicia Shoemaker, a Notary Public in and for said state, personally appeared (Jeffrey W. Henson), 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: 7/30/19

ALICIA SHOEMAKER
Notary Public • Notary Seal
STATE OF MISSOURI • Clay County
Commission # 15161665
My Commission Expires: July 30, 2019

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

**IN-LINE STORAGE: OK CREEK GATES
PROJECT NO. 81000713 / CONTRACT NO. 1174**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black and Veatch Corporation (Design Professional). The parties amend the Agreement entered into on September 14, 2015, as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2015 in the amount of \$751,525.00; and

WHEREAS, the City desires to amend contract no. 1174 at no cost for the following additional services; and

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

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

A. Delete and replace the following attachment:

- a. Delete Attachment A (Scope of Services) and replace with the following Attachment A (Scope of Services):

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

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

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

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

Date: 8/17/2016

DESIGN PROFESSIONAL

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

By: [Signature]

Title: Associate Vice President

Date: 8/24/16

KANSAS CITY, MISSOURI

By: [Signature]

Title: Chief Financial Officer

Approved as to form:

[Signature]
Assistant City Attorney

SCOPE OF SERVICES

Owner: City of Kansas City, Missouri
Project: In-Line Storage: OK Creek Gates
City Contract No.: 1174
City Project No: 81000713

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 (DP) to facilitate the design of the In-Line Storage for the OK Creek Gates Project.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to design and construct a new gate structure with automatic control from water level sensors upstream of the structure to store approximately 20 million gallons of combined sewer flow in the existing 17 ft. high x 18 ft. wide double box culvert, which are located approximately at 2301 State Line Road (Turkey Creek Pump Station) in Kansas City, Missouri. The new gates will replace existing flap gates located just downstream of the existing diversion structure and new rock box. As such, the CITY is contracting with DP to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Plan. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its sub-consultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking the Project as mandated by the Federal Consent Decree to prepare construction contract documents for in-line storage of combined sewer flow.
1. Up to 20 million gallons of combined sewer flow shall be stored to reduce the overflow frequency and volume from Outfall 005 during a typical year.
- D. Follow-On Phases. At the discretion of the CITY and after completion of the Project designs, the DP may be requested to provide construction phase services for the Project.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional design and bid phase services for in-line storage of combined sewer flow. The Work consists of the following professional services:
1. Evaluation and design of a large gate control structure consisting of, sluice, roller or other types of comparative gates.
 2. Design of deep in-ground structure(s) with sheeting, shoring and groundwater dewatering conditions.

3. Design of hydraulically-actuated automated gate controls utilizing water level sensors placed upstream in the box culverts, Supervisory Control and Data Acquisition (SCADA), stand-by generator and ancillary equipment.
4. Dynamic hydraulic modeling of combined sewers using XPSWMM.
5. Preparation of construction contract documents.

F. **Project Needs/Goals**

1. The DP shall perform professional engineering services for conceptual, preliminary and final design for the preparation of final construction contract documents (plans and specifications) for a new gate control structure in the existing OK Creek 17 ft. wide x 18 ft. high double box culvert. The DP shall perform evaluations to store up to 20 million gallons upstream in the double box culvert and to determine the level of overflow control that can be achieved through use of in-line storage. The gate structure is to replace the existing flood control flap gates downstream of the pump station diversion structure and rock box. The existing flood control flap gates shall be removed.
2. The new gate structure will be used for overflow and flood control and must retain combined sewer flows in the double box culvert as well as prevent high river stages from the Kansas River from backing up into the Turkey Creek Pump Station. Controls for the new gate structure will be installed in the existing Turkey Creek PS, utilizing space allocated for the controls and electrical conduits being installed by others as part of the Turkey Creek Pump Station Rehabilitation Project.
3. Services also include topographical surveys, evaluation of site conditions and limitations, condition assessment of the double box culvert, basement assessment including investigation of any aged brick sewers upstream of the box culverts that may contain stored flow, geotechnical investigation, permitting assistance, coordination with CITY and utility companies regarding infrastructure planning and preparation of opinions of probable construction cost.

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 - Conceptual Design
3. Task Series 300 - Envision™ Sustainability Design
4. Task Series 400 - Preliminary Design
5. Task Series 500 - Develop Construction Contract Documents
6. Task Series 600 - Bid Phase Services

H. **Explicit Responsibilities.** The Basic Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP 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 Procurement.** Construction contract documents developed by DP shall be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents is anticipated for single construction project built by a single general contractor. Multiple contracts may need to be considered such as procurement of gates and early start for deep excavation and dewatering to meet the Project schedule. In addition, cleaning of the box culverts and structural repairs may also be necessary and performed under separate contracts.
- J. **Capital or Annual Cost Opinions.** All opinions of probable construction cost developed will 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 DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. DP will complete Task Series 200 through 400 within 180 calendar days following the City's issuance of a Notice to Proceed to DP and Task Series 500 within 365 calendar days following the City's issuance of a Notice to Proceed to DP. All tasks identified in this Scope of Services including Task Series 100 and 600, except those identified as Optional Services, will be performed within 455 calendar days of a written Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP or as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP 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 Scope of Services is based on a phased approach: conceptual design to establish the basis of design followed by the development of the contract documents. The findings of the Conceptual Design Phase will determine the storage volume based on field assessment of sediment depths and basement elevations, and limited hydraulic modeling based on varied hydraulic grade line. Tasks included in the Conceptual Design Phase will include review of previous documents, condition assessment of the double box culvert, basement assessment, hydraulic modeling, evaluation of gate types and controls, evaluation of flushing and sediment control options, evaluation of deep construction methods, and contracting strategy. At the conclusion of the Conceptual Design Phase, the CITY will confirm the

Project Goals and Objectives that will form the Basis of Design and subsequent preparation of contract documents for the Project. The full Scope of Services as described below is based on a single gate assembly located at the location of the existing flap gates, and real time control (SCADA) to support this single gate assembly concept.

The following Task Series describe the Basic Scope of Services to be provided by the DP 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 DP in completion of the Work. The following management activities will be provided by DP.

Task 101 Project Management Services

Provide project administration 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.

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 which shall accompany the monthly invoice submittal. Each invoice by DP and subcontractors shall be broken down by each task. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by DP, 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 DP's ability to meet 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 Basic 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. The DP shall complete monthly data input/upload onto the project's SharePoint site and these uploaded documents may include monthly meeting minutes, reports, deliverables and similar pertinent project documents.

Task 103 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 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date. Participation at this meeting shall be limited to the DP's PM and no more than 2 staff members, and no more than 1 member of key subconsultant's staff.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - b. A summary of the project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work.
 - d. Define any issues requiring special coordination with CITY, and/or adjacent projects.
 - e. Upload pertinent deliverables to project SharePoint site on a weekly basis.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 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 CITY when requested.

Task 107 Progress Meetings

Participate in up to eight (8) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 - CONCEPTUAL DESIGN

Task 201 Review Previous Documents

Review and utilize the previous studies, record drawings, and planned projects for the project area to gain a better understanding of the existing conditions, to identify suspected or known problem items within the project area, and to identify improvements required for the project. WSD will provide the available studies, photographs inside the OK Creek box culverts, record drawings, and planning documents to the DP. DP will review the XPSWMM version of the OK Creek sewer system to confirm existing condition overflow volumes from the OCP study.

Task 202 Condition Assessment

1. DP shall furnish the necessary labor, supervision, equipment and material to perform an internal investigation of approximately 2,000 linear ft. of double 17 ft. x18 ft. box sewer pipe for the proposed OK Creek gate structures to determine the capacity for in-line storage. If significant debris is observed and it continues beyond this prescribed footage, additional assessment may be completed upstream as part of Optional Services.
2. Field Inspection Activities
 - a. An internal sewer walk will be conducted utilizing an experienced 7-person crew trained in confined space inspections. The internal sewer walk will be conducted by two experienced crew members who will assess the volume of sediment and visually inspect each box structure. Efforts will include a depth of flow measurement and level of debris every 250 ft. Findings will be documented and digital photos taken of major defects or obstructions. The inspection will include a general sewer condition assessment and connecting pipes if found. The crew will move through the interceptor at a uniform rate, stopping when necessary to insure proper documentation of the condition. If a connecting pipe or interconnection between boxes is encountered, the crew shall stop and document the location. If, during the inspection operation, the crew cannot pass through the interceptor, the crew shall note the location and cause of the stoppage and notify the CITY.
3. Dewatering and Cleaning
 - a. It is anticipated that flow conditions will allow sufficient access to complete all required inspections without the need for dewatering and cleaning.
4. Analysis & Reporting
 - a. DP will submit a summary of findings and all data collected from investigation activities for review and comment in the Conceptual Design Report. DP will also provide an overall condition rating of each box culvert and identify major issues. Additionally, DP shall submit the following deliverables:
 - Digital photos in .jpeg format
 - Map of pipe segments with location of findings

- Copy of field notes and overall condition rating of each box culvert

Task 203 Basement Assessment

Through a subconsultant, DP shall conduct the necessary survey or field investigation of buildings, manholes, inlets and other structures to ensure there are no basement backups or storage of combined sewage within brick sewers or other structures that are not structurally adequate to handle such volumes and fluctuations of flow scenarios for the volume of stored flow that is planned.

1. Perform a mail survey of all buildings within the tributary area of the Turkey Creek Pump Station upstream of the planned gate location for approximately 4,000 linear ft., to determine which buildings have basements that could be adversely affected by sewer backups (anticipated to be those buildings below an approximate ground surface elevation of 755.0 ft.). Contact information for building owners will be provided by the CITY. Letters will be printed and mailed by the CITY. The budget for this task will include additional coordination with property owners to answer questions and coordinate the survey work.
2. Identify buildings within the Turkey Creek Basin which have basements which may be affected by surcharging the existing combined sewer system. Survey basement floor elevations and floor drains to determine elevations where building basements would be impacted by sewers backed up by gate operations. It is anticipated there are up to 300 buildings with basements that may be effected in the area. Up to 10% or 30 buildings will be hard surveyed to determine basement elevations. Buildings surveyed shall vary throughout the Turkey Creek Basin to obtain widespread elevations throughout the basin. Survey operations will not extend into areas of Kansas which may be tributary to the Santa Fe Pump Station.

Task 204 Modeling

The DP shall utilize the computer model provided by the CITY of the project area to assess the effectiveness of the in-line storage to store up to 20 million gallons (MG) to reduce the frequency and volume of combined sewer overflows from Outfall 005 during a typical year. An XPSWMM Model of the OK Creek sewer system will be provided to the DP by the CITY upon Notice to Proceed. Modeling shall be performed in accordance with the OCP Hydrologic and Hydraulic Model Protocol dated November 2004.

DP shall investigate in-line storage options of allowing the water surface to reach an elevation upstream of the gate before opening the gate to relieve the system. DP shall investigate up to three different elevations and volumes for storing water upstream of the gate structure and up to two potential gate types. Modeling shall be performed using the same software as was provided to the DP. The DP shall use the results of the hydraulic model to assess possible impacts on tributary sewers.

Task 205 Gate Options and Control Options

DP shall evaluate the use of two different types of gates (roller gates and sluice gates) and various configurations for storage at the one downstream gate location. Each of the gate types

will be evaluated including conceptual opinions of probable cost and options for controlling of the gate in connection with the overall real time control.

Task 206 Flushing and Sediment Control Options

Flushing and Sediment Control Options will be evaluated as part of Optional Services as approved by the CITY.

Task 207 Deep Construction Options and Contracting Strategy

A limited evaluation of various deep construction and groundwater management options will be investigated. This investigation will include a review of the existing rock box construction and groundwater management. A limited review of groundwater management, groundwater freezing, dewatering wells, slurry wall, and sheet piling will be investigated. A conceptual opinion of probable costs will be developed for each of these alternatives and recommendations for the deep excavation method will be provided. In addition, consideration of bidding and contracting strategy will be performed to provide the most cost effective construction. This will include an evaluation of long lead items such as gate structures and an evaluation of contracting the excavation separate from the gate installation.

Task 208 Conceptual Design Report of Findings and Recommendations

DP will submit 5 copies of a draft Conceptual Design Report and electronic files in portable document format (PDF) summarizing Tasks 201 through 207 for review and comment.

Task 209 Conceptual Design Workshop

Conduct a two-hour conceptual design workshop with CITY to discuss the conceptual design findings and recommendations. The CITY will review the information and provide input for the upcoming preliminary and final design. Prepare workshop meeting minutes and submit to CITY within 7 calendar days after workshop. It is anticipated this workshop will be held 14 days following submittal of the Draft Conceptual Design Report. DP will revise the draft Conceptual Design Report as necessary to respond to CITY's comments and submit 5 printed copies of the final Conceptual Design Report and a single electronic PDF file within 15 calendar days.

Task 210 Public Meeting Assistance

Assist CITY in conducting a single public meeting for property owners, which may be affected by the Project. The meeting shall be conducted prior to beginning field investigation activities. The meeting will focus on communicating to the property owners the anticipated nature, location, and schedule of proposed project in the project area. The meeting shall also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvements, what the businesses and private citizens need to implement on their own property 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. CITY will establish meeting date, meeting time and venue and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by CITY.

2. 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. CITY will coordinate distribution of the meeting notices and information to those identified to notify them of the public meeting and increase awareness of the project. CITY shall pay costs related to mailing distribution, copies, and postage.
3. CITY will finalize and approve templates of meeting materials, including agenda, presentations, display boards based on information provided by DP, comment cards and sign-in sheets for the public meeting. DP shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to resolution of each concern. The CITY will submit draft meeting minutes within 7 calendar days after the public meeting to the DP. Comments and revisions will be submitted by DP to the CITY within 7 calendar days.

Task 211 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the specific field activities and design phases 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.

TASK SERIES 300 - ENVISION™ SUSTAINABILITY DESIGN

Task 301 Envision™ Credits

DESIGN PROFESSIONAL shall update the Envision™ credits identified in preliminary design. The reported Envision™ credits from preliminary design shall be confirmed and updated to meet the PROJECT credit sustainability goals. Final design sustainability efforts will be tracked through the Envision™ rating system. 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 review and confirm the identified Envision™ Foundation Credits from preliminary design. If preliminary design did not include Foundation Credits, the DESIGN PROFESSIONAL shall assign an Envision™ credit score for each of the following Foundation Credits at each stage of final design throughout this PROJECT. The Foundation Credit sustainability goal for this PROJECT is 168 points.

- QL1.1 Improve community quality of life
- QL1.2 Stimulate sustainable growth and development

- QL1.3 Develop local skills and capabilities
- QL2.6 Improve site accessibility, safety and wayfinding
- LD1.1 Provide effective leadership and commitment
- LD1.2 Establish a sustainability management system
- LD1.3 Foster collaboration and teamwork
- LD1.4 Provide for stakeholder involvement
- LD2.2 Improve infrastructure integration
- LD3.1 Plan for long-term monitoring and maintenance
- LD3.2 Address conflicting regulations and policies
- LD3.3 Extend useful life
- RA3.1 Protect fresh water availability
- RA3.3 Monitor water systems
- NW1.1 Preserve prime habitat
- NW1.5 Preserve floodplain functions
- NW2.1 Manage stormwater
- NW2.3 Prevent surface and groundwater contamination
- NW3.2 Control invasive species
- NW3.3 Restore disturbed soils
- CR2.1 Assess climate threat

The DESIGN PROFESSIONAL shall review and confirm the identified Envision™ Project Credits from preliminary design. If preliminary design did not include the Project Credits, the DESIGN PROFESSIONAL shall identify Envision™ credits from the following list of Project Credits to implement on this PROJECT. The DESIGN PROFESSIONAL shall select ONLY those credits from the list below that are relevant to the PROJECT. The DESIGN PROFESSIONAL shall update or assign an initial score for each selected credit. The Project Credit sustainability goal for this PROJECT is 14 points.

- QL2.1 Enhance public health and safety
- QL2.2 Minimize noise and vibration
- QL2.3 Minimize light pollution
- QL3.1 Preserve historic and cultural resources
- QL3.2 Preserve views and local character
- QL3.3 Enhance public space
- LD2.1 Pursue by-product synergy opportunities
- RA1.3 Use recycled materials

- RA1.4 Use regional materials
- RA1.5 Divert waste from landfills
- RA1.6 Reduce excavated materials taken off site
- RA2.1 Reduce energy consumption
- RA2.2 Use renewable energy
- RA2.3 Commission and monitor energy systems
- RA3.2 Reduce potable water consumption
- NW1.7 Preserve greenfields
- CR2.2 Avoid traps and vulnerabilities

The DESIGN PROFESSIONAL shall review and confirm the identified Envision™ Specialized Credits from preliminary design. If preliminary design did not include the Specialized Credits, the DESIGN PROFESSIONAL shall identify Envision™ credits from the following list of Specialized Credits to implement on this PROJECT. The DESIGN PROFESSIONAL shall select ONLY those credits from the list below that are relevant to the PROJECT. The DESIGN PROFESSIONAL shall update or assign an initial score for each selected credit.

- QL2.4 Improve community mobility and access
- QL2.5 Encourage alternative modes of transportation
- RA1.7 Provide for deconstruction and recycling
- NW1.2 Protect wetlands and surface water
- NW1.3 Preserve prime farmland
- NW1.4 Avoid adverse geology
- NW1.6 Avoid unsuitable development on steep slopes
- NW2.2 Reduce pesticide and fertilizer impacts
- NW3.1 Preserve species biodiversity
- NW3.4 Maintain wetland and surface water functions
- CR1.1 Reduce greenhouse gas emissions

The DESIGN PROFESSIONAL shall provide the project sustainability score for each selected credit to the CITY prior to the Project Kickoff Meeting. 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, 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.

The Envision™ credit support documentation is NOT included in this scope, but DESIGN PROFESSIONAL shall review the Envision™ credit support documentation requirements from the Envision Guidance Manual. If the CITY decides to move forward with Envision™

verification, an amendment to this contract or a separate contract will be required. However, the DESIGN PROFESSIONAL shall be responsible for the Envision™ credit scores as reported during this PROJECT. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

Task 302 Envision™ Credits (Project Kickoff Meeting)

The DESIGN PROFESSIONAL shall provide the summary document and Envision™ credit scoring to the CITY prior to the Project Kickoff Meeting. The Envision™ credits shall be presented at a Project Meeting and discussed as a design team. The DESIGN PROFESSIONAL shall make any modification to the selected Envision™ credits and scoring during a Project Meeting. Following the Project Meeting, the DESIGN PROFESSIONAL shall provide the final list of selected Envision™ credits and current project score by credit in the template format as provided by the CITY. The CITY will review and approve the final selection. The final approved Envision™ credits will be required in project reporting for sustainability on this project as defined in Task 303.

Task 303 Envision™ Reporting

Using the Envision™ rating system as the metric for scoring project sustainability, DESIGN PROFESSIONAL shall report PROJECT sustainability updates in each Design Professional Services (DPS) monthly Project Status Report (PSR) described in Task 102 and at each design set submittal (i.e. 60% Design, 90% Design, 100% Design). DESIGN PROFESSIONAL shall use the Envision reporting Microsoft Excel template “Envision Credits DP Tracking_Template.xlsx” to update project sustainability scores for each PSR and at each design set submittal. The sustainability report shall include key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when. DESIGN PROFESSIONAL shall provide a digital file of the updated Excel table as well as a PDF of the summary Envision Credit Report to the CITY, accompanying the hard copy of the PSR.

Submittal of documentation as required for Envision™ verification is not included in this Scope.

TASK 400 – PRELIMINARY DESIGN

Task 401 Conduct Supplemental Topographic Survey

The CITY will provide the baseline survey and design plans for the Turkey Creek Pump Stations Rehabilitation Project, under construction by others, and the DP shall conduct additional surveys as necessary to define critical features, utilities, or structures within the Project area that were not previously identified or are not shown on the construction contract documents. 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. The horizontal control coordinates will be indicated in State Plan 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.

1. **Coordinate and Locate Utilities** – The CITY will provide any utility location coordination information that may have been obtained from the Turkey Creek Pump Station Rehabilitation Project. 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, the DP shall contact each utility company to request utility maps and records.
2. **Locate Geotechnical Borings** - Survey will provide field locations of all soil borings performed during geotechnical investigations.
3. **Obtain any additional survey** required to determine location and elevation of existing site features, dimensions and elevations of the gates, pump station diversion box, rock box and upstream inlets, manholes discharging to the double box culvert and relevant upstream infrastructure that maybe affected by the storage volume associated with the project.

Task 402 Perform Geotechnical Investigation

DP shall review the geotechnical investigation report prepared by others for the nearby rock box currently under construction. The existing geotechnical investigation report will be reviewed for adequacy in relation to the proposed gate structures. An update to the existing geotechnical design memorandum will include professional interpretations/opinion of the probable soils to be encountered, foundation recommendations, and an evaluation summary of temporary support options for the excavation. Should supplemental geotechnical engineering be required, the supplemental engineering will be performed as Optional Services approved by the CITY. This may include exploratory field work, laboratory and field testing, and preparation of a geotechnical data report that can be provided to bidders, and a geotechnical design memorandum to define subsurface conditions for the new gates. Included in Optional Services will be to obtain additional or deeper borings for soil or rock corings located at critical Project locations. The additional geotechnical investigations under Optional Services may 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 samples from each boring and retain for future reference. Assign laboratory testing for each sample.
2. **Geotechnical Data Report** - A geotechnical data report will be prepared that contains boring logs, field testing results, and laboratory testing results.
3. **Geotechnical Design Memorandum** - A geotechnical design memorandum shall be prepared that discusses 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, sheeting and shoring, dewatering, earth supported improvements, and foundation recommendations. Submit four (4) copies of initial geotechnical design memorandum to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Preliminary Design Memorandum.

Task 403 Prepare Preliminary Design Drawings

The DP shall prepare preliminary design drawings, including plans, sections, and details showing the general arrangement of the one new gate structure, emergency generator, if necessary, and SCADA with connection to the upstream water level sensors, control diagrams and control descriptions. Drawing development will be to an approximate 30-percent design completion stage. 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.

Task 404 Utility Coordination

If necessary, DP will conduct a combined utility coordination meeting at WSD with all impacted utilities and the CITY. Preliminary design drawings will be distributed for review and comment. DP will be responsible for scheduling the meeting, inviting the impacted utilities, preparing the meeting agenda, taking meeting minutes, and distributing meeting notes. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. This task shall also include coordination with all impacted or nearby railroad companies, Missouri Department of Natural Resources (MDNR), U.S. Corps of Engineers, Kaw Valley Drainage District. Utility interruptions and temporary service requirements will be determined. Identified utility owners' requirements will be incorporated into the design documents.

Task 405 Prepare Preliminary Design Memorandum

DP shall prepare a Preliminary Design Memorandum that includes:

- A summary of previous reports and efforts
- The findings of field investigations
- Hydrologic and hydraulic modeling results
- Major component design criteria for the following engineering disciplines:
 - site work
 - mechanical (gates); evaluation of gate types and recommendation
 - structural
 - electrical
 - instrumentation and control
- Control strategies, including flood protection from Kansas River backflow
- Equipment lists
- MDNR construction permitting and other permitting information and procedures, if required
- Apply for and obtain permitting, as required, from US Corps of Engineers, all railroads and Kaw Valley Drainage District
- A description of construction sequencing and construction constraints for component construction
- Envision™ deliverables (3 documents)
- Geotechnical report
- Preliminary opinion of probable construction cost
- Preliminary design drawings

The DP shall submit 5 copies of a draft Preliminary Design Memorandum and a single electronic file in portable document format (PDF). DP shall also submit one copy of the hydraulic model for the combined sewer system. Following a review meeting with the CITY, the DP shall revise the draft Preliminary Design Memorandum as necessary to respond to WSD's comments and submit 5 printed copies of the final Preliminary Design Memorandum and a single electronic PDF file within 15 calendar days.

Task 406 Preliminary Design Review Meeting

DP shall conduct a preliminary design review meeting, up to four hours in length, with CITY staff following the CITY's review of the Preliminary Design Report to discuss the CITY's review comments.

TASK SERIES 500 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS

Following acceptance of the Preliminary Design Memorandum by the CITY, DP will commence preparation of the construction contract documents.

Task 501 60% Design

1. 60% Design Plan Sheets - DP will prepare and submit 60% complete design drawings for review and utility coordination. Plans will also include detailed information with respect to proposed improvements, including gate structure, emergency generator, instrumentation and controls, SCADA, water level sensors, double box culvert connections, easements, and erosion control. DP shall perform an internal quality control review of design documents and calculations and incorporate QC review comments prior to submittal.
2. 60% Sewer Design and Calculations - Complete the hydraulic and final design calculations for the in-line storage requirements within the double box culvert. This will include gate control using water level sensors in the double box culvert and control schematic and operation sequence for the gates.
3. Construction Sequencing and Constructability Issues- DP shall prepare recommended project sequencing/phasing to maintain combined sewage flow at all times and to maintain access to the pump station. DP will evaluate the sequence of construction, and examine issues of phasing and constructability in consultation with WSD. DP will develop phased construction descriptions and schematics as required for inclusion in the Construction Contract Documents. Phasing and sequencing will also consider appropriate methods for sediment and erosion control in conformance with the Stormwater Pollution Prevention Plans and required NPDES permitting.
4. 60% Technical Specifications - The CITY will provide a copy of its front-end contract documents and standard technical specifications for review. DP shall develop a specifications list for the Project and provide review comments for consideration by the CITY. The CITY's technical specifications shall be supplemented with technical specifications developed by the DP, where appropriate. The DP shall also develop drafts of Section 00412 – Adjustment Unit Prices, Section 01015 – Specific Project

Requirements, and Section 01270- Adjustment Unit Price and Measurement Procedures, if applicable.

5. Update Modeling- Update XPSWMM hydraulic and hydrologic computer models developed if required to reflect design changes made since completion of preliminary design. Demonstrate the effectiveness of the in-line storage in reducing the frequency of combined sewer overflows at Outfall 005 in a typical year. Submit the revised models to the CITY.
6. 60% Opinion of Probable Construction Cost - DP will prepare an opinion of probable construction cost based on the 60% Design Plans developed and any comments received from the CITY of its review of the Preliminary Opinion of Probable Costs submitted. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. Opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
7. Utility Coordination - DP will conduct a combined utility coordination meeting at WSD with all impacted utilities and the CITY. 60% design plans will be distributed for review and comment. DP will be responsible for scheduling the meeting, inviting the impacted utilities, preparing the agenda, taking meeting minutes, and distributing meeting notes. Conflicts with utilities will be identified and proposed relocations, protection measures, and other impacts will be determined and presented to the utilities for consideration. Utility interruptions and temporary service requirements will be determined. Identified utility owners' requirements will be incorporated into the design documents.
8. Prepare 60% Deliverables

DP will submit the following for CITY review;

- Four (4) printed and bound sets of 60% plans
- Four (4) printed and bound sets of 60% technical specifications list, specification sections developed by DP, draft Sections 00412, 01015 and 01270
- Four (4) printed and bound sets of the 60% Opinion of Probable Costs
- Four (4) printed and bound sets of the 60% Design Calculations
- Four (4) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
- A single electronic file in portable document format (PDF) of all documents

The CITY will distribute plans to the appropriate CITY departments and staff for review.

Task 502 60% Review Meeting

DP shall conduct a review meeting, up to four hours in length, with City staff following the City's review of the 60% deliverables to review the City's review comments.

Task 503 90% Design

The purpose of the 90% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to completion of detailed design to 100%.

9. **90% Design Plan Sheets:** Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. Prepare and submit drawings to the City for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
10. **90% Technical Specifications:** The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DP. The supplemental technical specifications, including Section 01015 – Specific Project Requirements, Section 00412 – Adjustment Unit Prices, and Section 01270-Adjustment Unit Price and Measurement Procedures shall be submitted. The CITY will be responsible for the preparation of all other CITY's standard front end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front end documents to the DP for review prior to the 90% submittal. DP will provide review comments for CITY's incorporation as appropriate into its front end documents and technical specifications.
11. **Update Modeling -** Update XPSWMM hydraulic and hydrologic computer models developed if required to reflect design changes made since completion of 60% design. Demonstrate the effectiveness of the in-line storage in reducing the frequency of combined sewer overflows at Outfall 005 in a typical year. Submit the revised models to the CITY.
12. **90% Opinion of Probable Construction Cost:** Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 60% opinion of probable construction cost submitted. The 90% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent. Opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.
13. **CITY Review:** Submit the following for CITY review:
 - a. One (1) full-size set and two half-size (2) printed and bound sets of 90% plans
 - b. Three (3) printed and bound sets of 90% technical specifications developed by the DP
 - c. Three (3) printed copies of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
 - d. Three (3) printed and bound sets of the 90% Opinion of Probable Construction Cost
 - e. PDF files of plans, specifications, and 90% Opinion of Probable Construction Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review.

Task 504 90% Review Meeting

DP shall conduct a review meeting, up to two hours in length, with CITY staff following the CITY's review of the 90% deliverables to discuss the CITY's review comments.

Task 505 100% Design

The 100% design submittal is meant to be a complete, bid-ready set of construction contract documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction.

1. **100% Design Plan Sheets:** Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at 100% design completion. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. **100% Technical Specifications:** Address review comments received from the CITY related to 90% submittal and incorporate them into the specifications sections prepared by DP.
3. **100% Opinion of Probable Construction Cost:** Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 90% opinion of probable construction cost submitted. The 100% cost opinion will be Class 1 consistent with ACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.
4. **CITY Review:** Submit the following for CITY review:
 - a. One (1) full-size set and two half-size (2) printed and bound sets of 100% plans
 - b. Three (3) printed and bound sets of 100% technical specifications developed by the DP
 - c. Three (3) printed and bound sets of the 100% Opinion of Probable Construction Cost
 - d. PDF files of plans, specifications, and 100% Opinion of Probable Construction Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review.

5. **Review Meeting:** Conduct review meeting with City staff, up to 2 hours in length to review the DP's responses to the City's review comments and the opinion of probable construction cost, including the detailed breakdown/basis used to arrive at the total construction cost.

Task 506 Final Construction Contract Documents

DP will address review comments received from the CITY related to the 100% design completion submittal and from other agencies' final reviews and will incorporate them into the final Construction Contract Documents. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DP will provide signed and sealed original documents to the CITY.

Prior to submittal of the signed and sealed Construction Contract Documents the DP shall submit two (2) hard copies and one (1) electronic copy of the corrected final documents for review and acceptance by the CITY.

6. **Opinion of Probable Costs** - DP shall update the 100% Class 1 cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 100% design submittal.
7. **Deliverables** - Upon CITY acceptance of the final construction contract documents, the DP will submit the following final deliverables:
 - a. **Contract Drawings**: 3 copies; all copies – “D” size and properly bound.
 - b. **Electronic Contract Drawings**: 1 copy; all copies per CITY’s Electronic Format per Attachment B and PDF.
 - c. **Project Manual**: 3 copies; all copies - 8 ½” x 11” size and properly bound. Submittal shall include front end documents provided by CITY, CITY’s standard specifications, and all technical specifications developed by the DP.
 - d. **Electronic Project Manual**: 1 copy; all copies – PDF.
 - e. **Final Opinion of Probable Construction Cost** – 1 printed copy, 1 PDF copy.

Task 507 Determine Required Permits and Prepare Applications

Determine what applicable permits may be needed for construction, through communications with the permitting agencies and submit permit applications on behalf of CITY with appropriate permit applications and fees. CITY shall pay all direct permit fees associated with such permits. Communicate with the regulatory agencies and reach an understanding on design objectives and performance requirements.

TASK SERIES 600 - BID PHASE SERVICES

Task 601 Pre-Bid Conference

Attend a pre-bid meeting and respond to questions regarding interpretation of contract drawings, specifications and technical issues. Project advertisement will have a maximum duration of 30 days. DP will attend a pre-bid meeting at a date, time and place provided by the CITY. CITY to prepare agenda and conduct the meeting with assistance from DP. No pre-bid meeting minutes will be prepared.

Task 602 Interpret Bidding Documents and Prepare Addenda

DP will assist the CITY with interpretation of the Construction Contract Documents and develop addenda (up to three) as may be required during the bid advertisement period to clarify the Construction Contract Documents. CITY will post addenda.

Task 603 Review Bids and Make Recommendation of Award

DP will consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation. Evaluate bids and make a written recommendation to CITY regarding contract award.

Task 604 Conforming Documents

DP will incorporate all addenda issued during Bidding Services into the Contract Drawings and Project Manual. DP will provide two (2) half-size and two (2) full-size sets of Conformed Drawings and two (2) sets of the Conformed Project Manual to the CITY. The Construction Contract Documents will also be furnished electronically on CD or DVD in PDF format.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$65,000.00 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 DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP 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. Resolution of problems or revision to the existing XPSWMM model supplied by the CITY.
- B. Model evaluation of sedimentation potential in the sewer upstream of the gate structure using the XPSWMM model to assess the need for system flushing including evaluation of sediment control structures.
- C. Conduct additional linear feet of box culvert condition assessment as directed by the City.
- D. Prepare easement documents as necessary.
- E. Additional Geotechnical Investigations.
- F. Meetings with the public and local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- G. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- H. Environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- I. Assistance with bid protests and re-bidding.

- J. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
1. Changes in size or complexity;
 2. CITY's project schedule, design, or character of construction;
 3. Method of financing or availability of funding;
 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
 5. A change to the number of bid packages, which is assumed herein to be one (1) package.
 6. Relocation of existing water mains due to the implementation of the proposed improvements and required for constructability of the project improvements.
- K. Reviewing and Processing of Substitutions and Or Equals during the Bid Phase.
- L. Updating the DP's Final Opinion of Probable Construction Cost to reflect items impacted by addenda changes or changes in market conditions.
- M. Providing Construction Phase Services.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, surveys, geotechnical information, contract drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will coordinate meetings between City staff and the DP.
- C. Bidding Services. CITY will provide the following bidding phase services:
 1. Conduct the pre-bid conference.
 2. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.
- D. Provide the City's Standard Front End Documents and Standard Technical Specifications to DP for review and comment prior to the 60% and 90% design completion submittals. CITY will also provide final Front End Documents and Standard Technical Specifications for incorporation into the Project Manual by the DP.

(End of Scope of Services)

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
PROJECT NO. 81000713 CONTRACT NO. 1174
IN-LINE STORAGE: OK CREEK GATES
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black and Veatch Corporation (Design Professional). The parties amend the Agreement entered into on September 14, 2015 as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2015 in the amount of \$751,525.00; and

WHEREAS, City executed a No Cost Amendment No.1 dated August 26, 2016; and

WHEREAS, City desires to execute Amendment No. 2, in the amount of \$502,900.00, to amend the total contract amount to \$1,254,425.00; and ~~and~~ **\$**

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, City and Design Professional agree as follows:

A. Add the following sections:

- a. Under Attachment A – Scope of Services, add Attachment A1 – Additional Scope of Services for Construction Phase Services.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C1 – Engineering Fee Summary for Construction Phase Services and Schedule of Position Classifications for Construction Phase Services.

B. Delete and replace the following sections:

- 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 \$1,254,425.00, as follows:

1. \$750,070.00 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 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**.

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 \$339,355.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation, travel costs of contracted resource specialists requested by City and public outreach materials.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$165,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
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. Delete and replace Attachment F – Non-Construction Subcontracting Listing.

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: 4/23/2017

By: [Signature]

Title: Associate Vice President

KANSAS CITY, MISSOURI

Date: 5/16/17

By: [Signature]

Title: Special Assistant City Manager

Approved as to form:

[Signature]
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.

Kathryn Bell 5/22/17
for Director of Finance (Date)

ATTACHMENT A1

ADDITIONAL SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES

DESIGN PROFESSIONAL: Black & Veatch Corporation

Owner: City of Kansas City, Missouri

Project: In-line Storage: OK Creek Gates

WSD CPS Contract No.: 1174

WSD Project No.: 81000713

I. GENERAL

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs describe in detail the design professional services to be provided for the construction project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

A. The Project

The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri intends to construct a new gate structure with automatic control from water level sensors upstream of the structure to store approximately 20 million gallons of combined sewer flow in the existing 17 ft. high x 18 ft. wide double box culvert, which is located approximately at 2301 State Line Road (Turkey Creek Wastewater Pump Station) in Kansas City, Missouri. The new gates will replace existing flap gates located just downstream of the existing diversion structure and new rock box.

The DESIGN PROFESSIONAL has developed construction plans and specifications for the Work associated with the Project.

The CITY is contracting with DESIGN PROFESSIONAL to provide engineering office construction phase services for the project. Field representative construction phase services will be provided for all of the Work included in the Construction contract documents. The construction phase services described herein are based on a period of 420 calendar days from the Notice to Proceed through Project Closeout Services as furthered detailed in Section II – Project Milestones.

B. Federal Consent Decree. The Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its Subconsultants.

- C. Background Information. The CITY, acting through its WSD, is undertaking this project as mandated by the Federal Consent Decree.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of construction phase services for the Project. The Work consists of the following professional services:
1. Project Management and Administration
 2. Construction office and field support services
 3. Full time Resident Project Representative services
 4. Envision services
 5. Project closeout services
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
- Task Series 100 – Project Management and Administration
- Task Series 200 – Construction Office and Field Support Services
- Task Series 300 – Envision Services
- Task Series 400 – Resident Project Representative Services
- Task Series 500 – Project Closeout
- F. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Project.
- G. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will 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 will not be performed without an amendment or will be provided as Optional Services upon written authorization from the CITY.
- H. Responsibilities of CITY:
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

I. Limits of Authority:

1. DESIGN PROFESSIONAL's efforts will be to provide CITY a greater degree of confidence that the completed Work generally conforms to the Contract Documents. On the basis of visits to the Site and on-Site observations, DESIGN PROFESSIONAL will keep CITY informed of the progress of the Work.
2. DESIGN PROFESSIONAL's visits to the Site and on-Site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
3. DESIGN PROFESSIONAL will furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the Work. The responsibilities, authority and limitations thereon of any such RPR and assistants will be as provided herein.
4. Neither DESIGN PROFESSIONAL nor the RPR will supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the Work. DESIGN PROFESSIONAL will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
5. Upon authorization by CITY, DESIGN PROFESSIONAL will have authority to disapprove or reject Work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
6. DESIGN PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
7. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, Bonds and certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
8. The DESIGN PROFESSIONAL will not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN

PROFESSIONAL and its Subconsultants. The CONTRACTOR will have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

9. The DESIGN PROFESSIONAL shall be responsible for generating and preparing written or electronic responses using the Aconex document management system pertaining to all construction related documents, including such as items as request for information, change orders, request for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL. The CITY's Project Manager will review, approve, and issue to CONTRACTOR.
10. The DESIGN PROFESSIONAL will be responsible for site safety of DESIGN PROFESSIONAL's staff and Subconsultant's employees. The DESIGN PROFESSIONAL will supply the required safety equipment and will ensure that all DESIGN PROFESSIONAL employees and Subconsultant's employees are properly equipped and trained in all safety procedures and precautions.
11. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL's Consultants, Subconsultants, RPRs and assistants.

II. PROJECT MILESTONES

- A. DESIGN PROFESSIONAL will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:
 1. Task Series 100 through 400, Services will be completed on or before 365 calendar days or twelve (12) months, as anticipated to complete construction activities.
 2. Task Series 500 – Project Closeout will be completed within 60 calendar days, or two (2) months of the CONTRACTOR's Submittal of Construction Record Markups, whichever occurs later.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the Construction 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 Subconsultants employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on the total anticipated schedule of approximately fourteen (14) months, or four hundred twenty (420) calendar days as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL's scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; submission of a cost-loaded schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL's work progress; and quality control of services provided, which shall all be documented using Aconex, the CITY's document management system.

Task 102 Monthly Invoicing

DESIGN PROFESSIONAL will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY's project document management system. Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Phase Office and Field Support Services

Task Series 300 – Envision Services

Task Series 400 – Resident Project Representative Services

Task Series 500 – Project Closeout

A copy of the Subconsultant utilization report will be attached to the monthly invoice.

Task 103 Provide Monthly Status Report

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

Task 104 Subconsultant Agreements and Administration

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

Task 105 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (Aconex) for managing, tracking and storing all construction related documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

TASK SERIES 200 – CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

To establish the basis for the DESIGN PROFESSIONAL's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of twelve (12) months for the Project. Any changes to this anticipated construction schedule may result in changes to the scope of Tasks 101, 102, 103, 201, 205, 208 and 400, and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 201 CONTRACTOR Communication

The DESIGN PROFESSIONAL'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 of the correspondence identified in this paragraph shall be maintained on Aconex, the CITY's document management system.

Task 202 Review CONTRACTOR's Schedules and Monthly Payment Applications

DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

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

CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite if allowed by the CITY).

CITY will have final approval authority for all schedules and monthly payment applications.

Task 203 Interpretations of Contract Documents

DESIGN PROFESSIONAL will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as DESIGN PROFESSIONAL may determine necessary, which will be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval, and distributed to the CONTRACTOR, CITY and RPR.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of twenty (20) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project. Additional requests for interpretations will be provided as Optional Services.

Task 204 Preconstruction Conference

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

Task 205 Perform Site Visits

DESIGN PROFESSIONAL and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, and leak testing with CONTRACTOR and CITY. DESIGN PROFESSIONAL and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 208. To establish the basis for the DESIGN PROFESSIONAL's compensation, twelve (12) site visits attended by DESIGN PROFESSIONAL and its Subconsultants are anticipated. Additional site visits that are necessary will be provided as Optional Services. The following breakdown of the site visits by engineering discipline is assumed:

Discipline	No. of Visits
Geotechnical Engineer	1
Structural Engineer (DuBois)	2
Civil/Site work Engineer (TREKK)	1
Instrumentation Engineer	2
Electrical Engineer	2
Gate Engineer	4

Task 206 Shop Drawings and Data Submittals

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DESIGN PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-one (21) calendar days of receipt thereof for final approval.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of seventy (70) submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

Task 207 Review Operation and Maintenance Manuals

DESIGN PROFESSIONAL will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DESIGN PROFESSIONAL's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items actually installed. DESIGN PROFESSIONAL will submit its review comments along with preliminary

O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY.

To establish basis for DESIGN PROFESSIONAL's compensation a combined total of up to eight (8) preliminary, final, and electronic O&M manuals are budgeted to be reviewed as part of the Basic Services. O&Ms are required for the gates, gate control panels, engine generator, instrumentation and electrical components.

Task 208 Attend Progress Meetings

DESIGN PROFESSIONAL along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes. The meeting minutes shall be submitted within 7 days following completion of the progress meeting.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of fourteen (14) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one hour site visit. DESIGN PROFESSIONAL attendance will be limited to 2 people (not including RPRs).

Task 209 Assist in Evaluating Claims and Change Order Requests

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

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

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

The DESIGN PROFESSIONAL will draft all change orders for the CITY. CITY will review, approve and execute all change orders covering changes in the Work, changes in the contract

price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of three (3) change orders and associated work change directives have been budgeted. Additional change orders will be provided as Optional Services.

Task 210 Field Material Testing

Provide the services of an independent testing laboratory to perform all materials testing required by the Construction Contract Documents. Through a Subconsultant agreement, DESIGN PROFESSIONAL will conduct concrete compression tests, field air content, slump tests, and soil standard proctor, relative density and density tests to verify compliance with the requirements of the Construction Contract Documents. DESIGN PROFESSIONAL will evaluate the test results and submit them to the City. Up to twenty (20) sets of four cylinders will be prepared for concrete compressive strength tests. Up to twenty (20) concrete compression tests, twenty (20) field air content tests, and twenty (20) slump tests will be performed. Up to four (4) standard Proctor tests will be performed on soil backfill materials. Up to two (2) relative density tests will be performed on granular backfill materials. Up to thirty (30) nuclear density tests on compacted backfill will be performed. Additional field testing material tests will be provided as Optional Services.

Task 211 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR Subconsultants and CITY will perform an inspection at substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that each lead discipline engineer will attend. The DESIGN PROFESSIONAL will submit to the CITY a statement of substantial completion, with a punch list.

Task 212 Final Completion Inspection

The DESIGN PROFESSIONAL, the CITY and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL and the RPR will submit to the CITY a statement of final completion.

Task 213 Prepare Operations Manual

The DESIGN PROFESSIONAL will prepare an Operations Manual for the new gate system and engine-generator. The following topics will be included in the Operations Manual:

- System Description. Description of the anticipated storage volume(s), extents of partially and fully submerged sewers and 'normal operating mode' as provided by the instrumentation and controls descriptions.
- Design Criteria. Tables of design criteria for the system components.

- Normal Operation. System's normal operation procedures with block diagrams of normal start-up and shutdown procedures.
- Back-up System Operation. Discussion of the backup engine-generator systems.
- Maintenance. Discussion of the normal and preventative maintenance procedures.

The DESIGN PROFESSIONAL will provide two (2) hard and one electronic preliminary copies of the Operations Manual to OWNER for review. The DESIGN PROFESSIONAL will update the preliminary manual after commissioning and acceptance testing and submit two (2) electronic copies in Word format and two (2) hard copies to OWNER.

TASK SERIES 300 – ENVISION™ SERVICES

Through a Subconsultant agreement, DESIGN PROFESSIONAL will provide the following Envision™ services:

Task 301 Envision™ Monitoring Requirements

Envision™ is a sustainability rating system used on City infrastructure projects to assess how sustainable the project is through design, construction, and operation. CITY's and DESIGN PROFESSIONAL's pursuit of Envision™ principles on this project will require documentation of construction efforts and quantities, if the CITY decides to pursue a specific level of Envision™ certification during construction.

If such a level of certification of Envision™ is desired by the CITY, the CONTRACTOR will use forms provided to him to document construction efforts, such as, material recycling and re-purposing and material sourcing and other appropriate forms to capture specific Envision™ credits. These forms will be completed for all applicable materials and submitted to the CITY and DESIGN PROFESSIONAL (Resident Project Representative-RPR) on a monthly basis with each payment application and construction schedule update. The CONTRACTOR is responsible for the accuracy of the quantities recorded on the provided forms. If discrepancies are determined by the CITY or DESIGN PROFESSIONAL, it will be the CONTRACTOR's responsibility to correct and resubmit forms.

The DESIGN PROFESSIONAL (RPR) will review all the submitted monthly Envision™ monitoring forms, monitor all quantities, and any other measurable Envision™ metrics to assist the CITY in tracking of Envision™ credits in case Envision™ certification is desired. Envision™ certification is not included in this scope.

TASK SERIES 400 – RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work associated with the Project as defined in the Construction Contract Documents. Through a Subconsultant agreement, DESIGN PROFESSIONAL will provide RPR assistants.

The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

RPR Level of Effort: To establish basis for DESIGN PROFESSIONAL's compensation for resident project representative services, the effort for Task Series 400 is based on providing one partial RPR working up to 25 hours per week, over the course of 305 calendar days until substantial completion, and one partial RPR working up to 10 hours per week for the remaining 60 days until final completion. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. Additional inspection will be provided as Optional Services upon written authorization from the CITY.

1. **General Responsibilities.** RPR will be on site periodically during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on Aconex.

RPR Offices:

Field office trailer will be provided by the CONTRACTOR for the exclusive use of the Resident Project Representative. The trailer will be located to a suitable site located within the project area as secured by CONTRACTOR. Trailer will be a minimum of 300 square feet. All utility hook-ups will be the responsibility of the CONTRACTOR.

The Resident Project Representative's field office trailer will be equipped with the following:

1. Two separate office areas.
2. Secure entrance door(s).
3. Windows with operable sash, insect screens, and blinds.
4. Lockable storage closet.
5. Resilient floor covering.
6. Two standard size desks with three drawers and at least one of the drawers will be lockable.
7. New ergonomic swivel desk chair with arms.

8. Two standard four-drawer legal size metal filing cabinets with lock and key.
9. Ten straight chairs and conference table large enough to accommodate ten persons.
10. Four waste buckets.
11. Two tack boards, 36"x30".
12. 4'x8' whiteboard with markers and erasers for conference area.
13. Small table and microwave oven – 2 cubic feet, 1200 watts minimum.
14. Mini-refrigerator, 3.1 cubic feet minimum.
15. Lighting: 50 foot-candles at desktop height. Exterior lighting at entrance door.
16. Heating and Air conditioning.
17. Electric water cooler with water service throughout the duration of construction.
18. Portable sanitary waste unit, with weekly sanitary service to empty contents and maintain an overall clean appearance both internally and externally.
19. Internet service and wireless router. Minimum internet speed will be 15 Mbps.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work.

Task 401 Schedules

RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 202. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 402 Meeting and Conferences

1. RPR will attend the preconstruction conference.
2. RPR will attend weekly field coordination meetings, monthly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. CONTRACTOR will 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 403 Liaison

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

1. Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.

2. Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. 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.
3. Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will 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. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.
4. Witness and document testing performed by the CONTRACTOR.
5. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

Task 404 Review of Work, Rejection of Defective Work, Inspections and Testing

1. RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR will report to DESIGN PROFESSIONAL whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.
6. Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the

reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.

7. RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR is on site.

Task 405 Records

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR will record names, addresses, and telephone numbers of all CONTRACTOR, 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 501.

Task 406 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL, with an e-mail copy to the CITY's Project Manager or designate on a weekly basis, the daily reports of RPR observed events at the job site, including the following information:
 - a. Hours the CONTRACTOR worked on the site.
 - b. Review CONTRACTOR and Subcontractor personnel on site (Daily Labor Force Report received from CONTRACTOR).

- c. Construction equipment on the site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Observations pertaining to the progress of the Work. Materials received on site.
 - i. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

Task 407 Payment Requisitions

RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness and ENVISION™ reporting forms.

Task 408 Substantial Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the DESIGN PROFESSIONAL.

Task 409 Final Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.
2. RPR and DESIGN PROFESSIONAL will verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 500 – PROJECT CLOSEOUT

Task 501 Construction Record Drawings

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format.
3. 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 Aconex 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.

Task 502 Furnish CONTRACTOR' Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Review Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Services task. 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.

OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance amount of \$100,000.00. This allowance is for additional professional services that may be required during the course of 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:

1. The performance of field testing services. Field testing services is planned to be the responsibility of the CONTRACTOR under the Construction Contract Documents.
2. Additional RPR Services or Office Phase Services beyond the quantities defined in the Basic Scope of Services.
3. Additional requests for interpretations or information, site visits, progress meetings, change orders beyond the quantities defined in the Basic Scope of Services.
4. Survey Services beyond the quantity defined in the Basic Scope of Services.
5. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY will reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
6. Regulatory Coordination: Liaison with Regulatory Agencies.
7. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions.

END OF SCOPE OF SERVICES

Attachment C1 - Engineering Fee Summary for Construction Phase Services

Owner:	Phase	Project Director	Project Manager	Project Secretary/Accountant	Engineer/Manager	Chief Engineer	Chief Engineer II	CAD Technician	Class / Structural Engineer	Quantity	Mechanical Engineer	Mechanical Planning	Electrical Engineer	ME Engineer	Stacked Engineer	Cost Estimator	SUBTOTAL Hours	SUBTOTAL Billings \$
Owner: Kansas City, Missouri																		
Engineer: Black & Veatch Corporation																		
Project: In-Line Storage - OK Canal Rehabilitation - Coordinating Phase Services																		
PHASE/Task	PHASE	Project Director	Project Manager	Project Secretary/Accountant	Engineer/Manager	Chief Engineer	Chief Engineer II	CAD Technician	Class / Structural Engineer	Quantity	Mechanical Engineer	Mechanical Planning	Electrical Engineer	ME Engineer	Stacked Engineer	Cost Estimator	SUBTOTAL Hours	SUBTOTAL Billings \$
Subtotal Hours		100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
PHASE 1 - PROJECT MANAGEMENT AND ADMINISTRATION																		
101 Phase Management Services (4 months)	100	7	14		28												49	\$ 1,120
102 Phase Invoicing	100																56	\$ 1,232
103 Phase Monthly Status Report	100																56	\$ 1,232
104 Construction Agreements and Administration	100	2	7	14	20												43	\$ 946
105 Procurement Management	100																40	\$ 880
Subtotal Hours		9	21	14	48												106	\$ 2,308
PHASE 2 - CONSTRUCTION OFFICE & FIELD SUPPORT SERVICES																		
201 Construction Administration	200	16	12		28	24	6										86	\$ 1,872
202 Provide Contractor's Schedule and Identify Payment Applications	200					4	12										16	\$ 352
203 Maintenance of Contract Documents (CM)	200					24	24										48	\$ 1,056
204 Procurement Conference	200					10											10	\$ 220
205 Review Bid Vets (12 Vets)	200					10											10	\$ 220
206 Site Drawings and Data Submittals	200					10											10	\$ 220
207 Provide Operation and Maintenance Manuals	200					10											10	\$ 220
208 Phase Progress Meetings	200					10											10	\$ 220
209 Meet to Establish Change and Change Order Programs	200					10											10	\$ 220
210 Provide Monthly Meetings	200					10											10	\$ 220
211 Contractor Completion Inspections	200					10											10	\$ 220
212 Provide Completion Inspections	200					10											10	\$ 220
213 Provide Operation Manual	200					10											10	\$ 220
Subtotal Hours		16	12		48	44	12										132	\$ 2,912
PHASE 3 - OPERATIONAL SERVICES																		
301 Provide Monitoring Requirements	300					2	2										4	\$ 88
Subtotal Hours						2	2										4	\$ 88
PHASE 4 - RETIREMENT PROJECT REVISIONS/THE SERVICES																		
401 to 403 (10) Services	400																	
Subtotal Hours																		
PHASE 5 - PROJECT CLOSURE																		
501 Construction Record Drawings	500																	
502 Provide CONTRACTORS Completion Documents	500																	
Subtotal Hours																		
Subtotal Hours		106	132	48	132	56	12										384	\$ 8,400
Subtotal Billings		\$ 2,308	\$ 2,912	\$ 88	\$ 2,912	\$ 2,912	\$ 220	\$ 88	\$ 220	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 3,840	\$ 8,400
Grand Total																	384	\$ 8,400

Owner: Kansas City, Missouri
 Engineer: Mack & Nutsch Corporation
 Project: In-Line Storage - Off-Creek Station - Construction Phase Services

PHASE/Task
 Professional
 (Fixed Fee, \$4.1M)
 PHASE I DESIGN SERVICES

PHASE/Task	PHASE	Responsibility / Term	EXPENSES		M&E		M&E		M&E		TOTAL COST
			Subcontract - T & B (P&S)	Subcontract - T & B (P&S)	Subcontract - T & B (P&S)	Subcontract - T & B (P&S)	Subcontract - T & B (P&S)	Subcontract - T & B (P&S)			
101 Project Management Services (14 months)	100										
102 Utility Inventory	100										
103 Phase I Monthly Status Report	100										
104 Measurement Agreement and Application	100										
105 Construction Management	100										
Subtotal: Phase I											
201 Construction Office & Field Support Services	200										
202 Construction Commission	200										
203 Construction Commission	200										
204 Construction Commission	200										
205 Construction Commission	200										
206 Construction Commission	200										
207 Construction Commission	200										
208 Construction Commission	200										
209 Construction Commission	200										
210 Construction Commission	200										
211 Construction Commission	200										
212 Construction Commission	200										
213 Construction Commission	200										
Subtotal: Phase II											
301 Construction Commission	300										
Subtotal: Phase III											
401 Construction Commission	400										
Subtotal: Phase IV											
501 Construction Commission	500										
502 Construction Commission	500										
Subtotal: Phase V											
601 Construction Commission	600										
602 Construction Commission	600										
Subtotal: Phase VI											
701 Construction Commission	700										
702 Construction Commission	700										
Subtotal: Phase VII											
801 Construction Commission	800										
802 Construction Commission	800										
Subtotal: Phase VIII											
901 Construction Commission	900										
902 Construction Commission	900										
Subtotal: Phase IX											
1001 Construction Commission	1000										
1002 Construction Commission	1000										
Subtotal: Phase X											

ATTACHMENT C1

**BLACK & VEATCH CORPORATION
 SCHEDULE OF POSITION CLASSIFICATIONS FOR CONSTRUCTION PHASE SERVICES
 FOR
 CITY OF KANSAS CITY, MISSOURI**

Hourly Billing Rates Effective April 1, 2017 through March 31, 2018

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	90.11	114.25
	ADM 008	62.03	91.50
	ADM 007	51.02	70.24
	ADM 006	38.67	68.46
	ADM 005	33.31	63.53
	ADM 004	26.76	47.46
	ADM 003	22.35	39.17
	ADM 002	17.60	29.44
	ADM 001	17.00	25.75
Administrative Support (ADS)	ADS-005	21.62	45.47
	ADS-004	18.92	34.67
	ADS-003	17.00	27.91
	ADS-002	12.79	21.75
Architectural (ARC)	ARC-008	70.24	70.24
	ARC-007	56.18	63.38
	ARC-006	44.94	60.11
	ARC-005	38.48	47.31
	ARC-004	34.57	38.82
	ARC-003	28.89	34.32
	ARC-001	25.32	25.32
Corporate Management Group (CMG)	CMG-40	125.05	125.05
	CMG-30	135.29	145.64
	CMG-20	94.36	120.78
	CMG-10	77.87	94.84
Construction Services (CNS)	CNS-012	99.05	103.30
	CNS-011	86.43	100.17
	CNS-010	70.11	98.78
	CNS-009	63.95	91.35
	CNS-008	54.98	77.53
	CNS-007	48.14	76.25
	CNS-006	42.30	64.76

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Construction Services (CNS) Cont.	CNS-005	35.00	56.43
	CNS-004	31.20	50.71
	CNS-003	27.10	39.41
	CNS-002	24.77	34.15
	CNS-001	32.14	32.14
Consulting (CST)	CST-008	176.70	176.70
	CST-007	107.45	150.20
	CST-006	79.23	129.81
	CST-005	59.42	103.51
	CST-004	42.15	102.30
	CST-003	38.34	54.92
	CST-002	34.22	48.08
	CST-001	29.08	38.46
Engineering (ENG)	ENG-136	88.42	102.13
	ENG-135	74.57	106.64
	ENG-134	68.39	102.72
	ENG-133	54.73	102.80
	ENG-132	50.89	86.62
	ENG-131	42.89	72.95
	ENG-130	36.91	62.53
	ENG-129	33.73	50.00
	ENG-128	29.70	43.65
	ENG-127	27.89	42.12
Engineering & Technical Specialties (ENS)	ENS-134	78.65	81.97
	ENS-133	62.68	76.81
	ENS-132	46.22	74.67
	ENS-131	37.26	68.82
	ENS-130	35.89	59.24
	ENS-129	30.24	44.01
	ENS-128	22.48	42.70
	ENS-127	24.04	30.10
Engineering Technician (ENT)	ENT-134	71.80	80.67
	ENT-133	48.25	80.50
	ENT-132	50.51	69.70
	ENT-131	42.00	61.11
	ENT-130	34.13	52.61
	ENT-129	30.71	49.25
	ENT-128	26.09	39.90
	ENT-127	21.86	37.20

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Engineering Technician (ENT) Cont.	ENT-126	20.00	30.88
	ENT-125	19.08	28.85
Estimating (EST)	EST-008	85.16	89.63
	EST-007	57.21	85.20
	EST-006	52.00	73.85
	EST-005	44.52	59.42
	EST-004	39.81	53.35
	EST-003	32.69	39.42
	EST-002	29.47	34.57
Finance (FIN)	FIN-008	55.29	74.64
	FIN-007	49.52	63.81
	FIN-006	40.62	61.91
	FIN-005	33.68	47.03
	FIN-004	27.00	38.57
	FIN-003	22.57	34.30
	FIN-002	19.35	30.13
	FIN-001	20.00	20.29
General Management (GMT)	GMT-009	147.41	186.78
	GMT-008	108.68	150.80
	GMT-007	110.68	154.94
	GMT-006	92.84	133.71
	GMT-005	76.94	129.05
	GMT-004	72.75	97.97
	GMT-003	67.50	87.85
	GMT-002	72.60	82.15
	GMT-001	48.91	66.31
Information Technology Services (ITS)	ITS-10	122.79	122.79
	ITS-9	92.25	92.25
	ITS-8	74.48	87.52
	ITS-7	45.90	78.38
	ITS-6	49.52	61.90
	ITS-5	41.31	51.00
	ITS-4	27.40	46.77
	ITS-3	25.33	37.06
Legal (LGL)	LGL-10	126.27	127.27
	LGL-9	107.17	122.60
	LGL-8	92.48	100.79
	LGL-7	71.82	92.57

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINMUM RATE	MAXIMUM RATE
Legal (LGL) Cont.	LGL-6	55.17	67.64
	LGL-5	44.57	44.85
	LGL-4	39.49	39.49
	LGL-3	33.09	41.17
	LGL-2	34.46	34.46
Marketing & Communications (MAC)	MAC-010	116.83	116.83
	MAC-009	87.18	90.54
	MAC-008	61.96	81.51
	MAC-007	43.92	69.33
	MAC-006	37.25	58.87
	MAC-005	31.02	48.63
	MAC-004	28.05	41.72
	MAC-003	21.40	35.29
	MAC-002	19.23	28.38
	MAC-001	20.57	21.38
Office Services (OFF)	OFF-008	29.60	32.10
	OFF-007	22.97	28.99
	OFF-006	18.45	22.64
	OFF-005	16.56	22.74
	OFF-004	17.74	17.74
	OFF-003	14.32	14.32
Procurement (PCR)	PCR-008	69.93	81.91
	PCR-007	57.41	83.37
	PCR-006	45.48	61.12
	PCR-005	39.83	60.00
	PCR-004	33.99	48.41
	PCR-003	28.44	39.69
	PCR-002	25.24	36.96
	PCR-001	19.45	29.73
Project Controls (PJC)	PJC-009	90.49	90.49
	PJC-008	89.94	94.23
	PJC-007	64.02	83.88
	PJC-006	52.58	77.21
	PJC-005	48.71	72.57
	PJC-004	32.91	57.48
	PJC-003	34.61	44.30
	PJC-002	31.93	39.43
	PJC-001	23.77	31.44

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Project Management (PMT)	PMT-008	110.44	116.32
	PMT-007	95.09	116.83
	PMT-006	91.21	112.43
	PMT-005	82.25	115.00
	PMT-004	73.39	113.41
	PMT-003	66.65	98.50
	PMT-002	52.34	94.09
	PMT-001	42.38	84.93
Sales (SAM)	SAM-011	153.55	153.55
	SAM-010	108.12	121.58
	SAM-009	90.95	135.00
	SAM-008	69.23	111.12
	SAM-007	52.73	88.61
	SAM-006	45.56	74.28
	SAM-005	48.04	71.44
	SAM-004	31.38	50.10
	SAM-003	34.34	34.34
Security Services (SEC)	SEC-008	69.67	69.67
	SEC-007	55.87	55.87
	SEC-006	46.60	55.46
Specialized Staff (SPC)	SPC-009	99.40	99.40
	SPC-008	58.48	89.05
	SPC-007	56.95	71.05
	SPC-006	40.37	73.17
	SPC-005	32.53	48.37
	SPC-004	33.06	40.38

End of Attachment C1

ATTACHMENT F

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: DuBois Consultants, Inc., Ajamu J. Webster Email: ajwebster@duboisengrs.com	Address: 5737 Swope Parkway Kansas City, MO 64130 Phone: 816-333-7700 Fax: 816-333-7722
2.	Name: Taliaferro & Browne, Inc., Hagos Andebrhan Email: hagos@tb-engr.com	Address: 1020 East 8 th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
3.	Name: TREKK Design Group, LLC, Kimberly Robinett Email: krobinett@trekkdesigngroup.com	Address: 1441 East 104 th Street Kansas City, Missouri 64131 Phone: 816-874-4655 Fax: 816-874-4655
4.	Name: TSi Engineering, Inc., B. Denise Hervey Email: dhervey@tsi-engineering.com	Address: 8248 NW 101 st Terrace #5 Kansas City, MO 64153 Phone: 816-599-7965 Fax: 816-599-7967
5.	Name: Emnet, LLC, Tim Ruggaber Email: truggaber@emnet.net	Address: 121 S. Niles Ave., Suite 22 South Bend, Indiana 46617 Phone: 574-855-1012 Fax: 574-855-1012
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: Black & Veatch Corporation
 Submitted By: Jeffrey W. Henson
 Title: Associate Vice President
 Telephone No.: 913-458-3410
 Fax No.: 913-458-3410
 E-mail: HensonJ@bv.com
 Date: April 18, 2017

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
PROJECT NO. 81000713 CONTRACT NO. 1174
IN-LINE STORAGE: OK CREEK GATES
OFFICE OF THE CITY MANAGER**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black and Veatch Corporation (Design Professional). The parties amend the Agreement entered into on September 14, 2015 as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2015 in the amount of \$751,525.00; and

WHEREAS, City executed a No Cost Amendment No.1 dated August 26, 2016; and

WHEREAS, City executed Amendment No. 2 dated May 22, 2017, in the amount of \$502,900.00, to amend the total contract amount to \$1,254,425.00; and

WHEREAS, City desires to execute Amendment No. 3, in the amount of \$185,000.00, to amend the total contract amount to \$1,439,425.00;

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

A. Add the following sections(s):

- a. Under Attachment A – Scope of Services, add Attachment A2- Additional Scope of Services for Supplemental Basement Investigation and Post-Construction Monitoring and Support .
- b. Under Attachment C – Engineering Fee Summary and Schedule of Positions Classification, add Attachment C2 – Engineering Fee Summary for Supplemental Basement Investigation and Post-Construction Monitoring and Support.

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 \$1,439,425.00, as follows:

1. \$841,993.00 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 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**.

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 \$429,032.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, local transportation, travel costs of contracted resource specialists requested by City and public outreach materials.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$168,400.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
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: 2/20/19

By: [Signature]

Title: Associate Vice President

KANSAS CITY, MISSOURI

Date: 3/8/19

By: [Signature]

Title: Special Assistant City Manager

Approved as to form:

[Signature]
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.

for [Signature] 3-15-19
Director of Finance (Date)

ATTACHMENT A2

ADDITIONAL SCOPE OF SERVICES FOR SUPPLEMENTAL BASEMENT INVESTIGATION AND POST-CONSTRUCTION MONITORING AND SUPPORT

Design Professional: Black & Veatch Corporation
Owner: City of Kansas City, Missouri
Project: In-Line Storage: OK Creek Gates
Contract No.: 1174
Project No.: 81000713

I. GENERAL

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs describe in detail the design professional services to be provided.

- A. The Project. The City of Kansas City (CITY), Missouri has constructed a new gate structure with automatic control from water level sensors upstream of the structure to store approximately 15 million gallons of combined sewer flow in the existing 17 ft. high x 18 ft. wide double box culvert, which is located approximately at 2301 State Line Road (Turkey Creek Wastewater Pump Station) in Kansas City, Missouri.
- B. Federal Consent Decree. The Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its Subconsultants.
- C. Background Information. The CITY, is undertaking this project as mandated by the Federal Consent Decree.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of additional investigative and post-construction monitoring and support services for the Project. The Work consists of the following professional services:
1. Project Management and Administration
 2. Basement Investigations
 3. Post-Construction Monitoring and Support
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

Task Series 100 – Project Management and Administration

Task Series 200 – Basement Investigations

Task Series 300 – Post-Construction Monitoring and Support

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will 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 will not be performed without an amendment or will be provided as Optional Services upon written authorization from the CITY.

G. Responsibilities of CITY.

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.

II. PROJECT MILESTONES

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

1. Task Series 200 – Basement Investigations services shall be completed on or before 180 calendar days after execution of contract Amendment No. 3.
2. Task Series 100 and 300 – All work under these tasks shall be completed within 240 calendar days after execution of contract Amendment No. 3.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL for 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 subcontractor employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on a total anticipated schedule of approximately 240 calendar days. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 Project Management Services

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL'S scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of DESIGN PROFESSIONAL'S work progress; and quality control of services provided.

Task 102 Monthly Invoicing

DESIGN PROFESSIONAL will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY's project document management system (Aconex). Each invoice by DESIGN PROFESSIONAL and subconsultant will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Basement Investigations

Task Series 300 – Post-Construction Monitoring and Support

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

Task 103 Provide Monthly Status Report

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

Task 104 Subconsultant Agreements and Administration

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

Task 105 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (Aconex) for managing, tracking and storing documents associated with the Project. DESIGN PROFESSIONAL will comply with file protocols and procedures for the web-based document management system provided by the CITY.

TASK SERIES 200 – BASEMENT INVESTIGATIONS

Task 201 Field Survey Investigations

Through a subconsultant agreement, the DESIGN PROFESSIONAL will evaluate the results of the previous mail surveys and identify all buildings with basements, and all properties in the previous mail survey lists for which responses were not received to develop a comprehensive list of buildings which will be visited in person and surveyed. Perform additional mail survey, mail contact and telephone contact preceding site investigations.

Perform a field investigation of up to 250 properties located within the tributary area of the OK Creek Gates to verify the existence of basements. This will involve a "building to building" evaluation to determine buildings with basements that could be negatively affected by backing up flow in the system for storage purposes.

Perform interior and exterior inspections on up to 60 buildings with basements to determine the presence of floor drains or other plumbing that could be affected by storage of combined sewer flows in the OK Creek Sewer. Perform surveys to determine low basement elevations and floor drain elevations. Each inspection shall be documented on inspection forms and photographs.

Prepare a draft summary report documenting efforts performed and results. Include records of the mail survey, telephone contacts, face-to-face contacts, and basement surveys. Submit two (2) printed copies and one (1) PDF (uploaded to Aconex) for review by the CITY. Following receipt of review comments, submit two (2) printed copies of the final report and one (1) PDF (uploaded to Aconex).

TASK SERIES 300 – POST-CONSTRUCTION MONITORING AND SUPPORT

Task 301 Gate Performance and Adjustments

DESIGN PROFESSIONAL will make three (3) site visits to observe the operation of the gates

during wet weather events to document that the gates and control systems are performing as intended. A report will be prepared to document the observations and recommend refinements and tuning of the control system. CDM Smith would be responsible for any control system modifications through a separate contract with the CITY or as warranty services under Contract No. 1335/Project No. 81000713. DESIGN PROFESSIONAL will coordinate and oversee implementation of the changes made by CDM Smith.

Task 302 Training

DESIGN PROFESSIONAL will conduct a one (1) day follow-up training session in early summer 2019 consisting of classroom and field training. The training will be a refresher of the training provided by the construction contractor with instruction on any refinements of the control system.

Task 304 Support

DESIGN PROFESSIONAL will provide follow-up support including verbal guidance and responses to troubleshooting inquiries made by City staff through June 2019. DESIGN PROFESSIONAL will seek input from the gate manufacturer and CDM Smith, as needed. DESIGN PROFESSIONAL assumes that up to twelve (12) inquiries from City staff will be addressed for a budget of twenty-four (24) hours.

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 course of the Project. Optional Services shall not be performed nor is the DESIGN PROFESSIONAL approved to utilize any allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed.

END OF SCOPE OF SERVICES

ATTACHMENT C2

**ENGINEERING FEE SUMMARY FOR SUPPLEMENTAL BASEMENT
INVESTIGATION AND POST-CONSTRUCTION MONITORING AND
SUPPORT**

(2 PAGES)

Attachment C2

PHASE/TASK	PHASE	Project Director	Project Manager	Project Scientist/Accountant	Engineering Manager	Chief Engineer	CAD Technician	Chief / Mechanical Engineer	Geotech	Structural Engineer	Mechanical Plumbing	Electrical Engineer	ME Eng Inver	Site Hydrologist/Modeler	Cost Estimator	SUBTOTAL Hours	SUBTOTAL Billing \$
Professional (B Eng Rate 11.11)		Jeff Hansen 1,200.00	821.11	115.00	1,020.00	1,000.00	811.00	1,000.00	1,110.00	514.10	1,000.00	1,100.00	1,110.00	1,110.00	1,110.00	79	11,100
100 - PROJECT MANAGEMENT AND ADMINISTRATION																	
101	Project Management Services (8 month)	0	0	0	12	0	0	0	0	0	0	0	0	0	0	20	4,500
102	Survey Invoicing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	3,450
103	Provide Monthly Status Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	3,450
104	Subcontract Agreements and Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	3,450
105	Document Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	3,450
Subtotal Hours																	
200 - BENCHMARK INVESTIGATION																	
201	Field Survey Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
202	Office Investigation and Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
203	Perform Field Investigation (250 properties)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
204	Perform Interior and Exterior Sdg Inspections (20 properties)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours																	
300 - PORT-CONSTRUCTION MONITORING AND SUPPORT																	
301	Survey Performance and Adjustments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
302	Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
303	Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours																	
REMAINING CONSTRUCTION PHASE SERVICES																	
400	Remaining Construction Phase Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours																	
TOTALS																	
Subtotal Hours		29	0	0	0	0	0	0	0	0	0	0	0	0	0	95	95
Subtotal Billing		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	95	95

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Attachment CZ

PHASE/TASK	EXPENSES	M&E			M&E			TOTAL COST
		Subcontract - Total (M&E)	Subcontract - Trade (M&E)	Subcontract - Trade (M&E)	Subcontract - Trade (M&E)	Subcontract - Trade (M&E)	Subcontract - Trade (M&E)	
100 - PROJECT MANAGEMENT AND ADMINISTRATION								
101	Project Management Services (8 months)	\$ 2,274	\$ 600	\$ 2,274	\$ 2,274	\$ 600	\$ 2,874	\$ 2,874
102	Monthly Invoicing	\$ 867	\$ 250	\$ 867	\$ 867	\$ 250	\$ 1,117	\$ 1,117
103	Provide Monthly Status Report	\$ 1,707	\$ 400	\$ 1,707	\$ 1,707	\$ 400	\$ 2,107	\$ 2,107
104	Subcontractor Agreements and Administration	\$ 675	\$ 200	\$ 675	\$ 675	\$ 200	\$ 875	\$ 875
105	Construction Management	\$ 8,126	\$ 1,888	\$ 8,126	\$ 8,126	\$ 1,888	\$ 10,014	\$ 10,014
Subtotal Hours		\$ 14,452	\$ 3,138	\$ 14,452	\$ 14,452	\$ 3,138	\$ 17,590	\$ 17,590
Subtotal Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100 - SUBTOTAL		\$ 14,452	\$ 3,138	\$ 14,452	\$ 14,452	\$ 3,138	\$ 17,590	\$ 17,590
200 - BARRIAGE INVESTIGATION								
201	Field Survey Investigation	\$ 675	\$ 702	\$ 675	\$ 675	\$ 702	\$ 1,377	\$ 1,377
202	Other Investigation and Planning	\$ 44,020	\$ 7,032	\$ 44,020	\$ 44,020	\$ 7,032	\$ 51,052	\$ 51,052
203	Perform Field Investigation (250 properties)	\$ 25,201	\$ -	\$ 25,201	\$ 25,201	\$ -	\$ 25,201	\$ 25,201
204	Perform Interior and Exterior Sdg Inspections (80 properties)	\$ 91,616	\$ 11,133	\$ 91,616	\$ 91,616	\$ 11,133	\$ 102,749	\$ 102,749
Subtotal Hours		\$ 96,512	\$ 18,867	\$ 96,512	\$ 96,512	\$ 18,867	\$ 115,379	\$ 115,379
Subtotal Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 - SUBTOTAL		\$ 96,512	\$ 18,867	\$ 96,512	\$ 96,512	\$ 18,867	\$ 115,379	\$ 115,379
300 - POST-CONSTRUCTION MONITORING AND SUPPORT								
301	Cost Performance and Adjustments	\$ 53	\$ 88	\$ 53	\$ 53	\$ 88	\$ 141	\$ 141
302	Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
303	Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Hours		\$ 53	\$ 88	\$ 53	\$ 53	\$ 88	\$ 141	\$ 141
Subtotal Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
300 - SUBTOTAL		\$ 53	\$ 88	\$ 53	\$ 53	\$ 88	\$ 141	\$ 141
REMAINING CONSTRUCTION PHASE SERVICES								
Subtotal Hours		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ 14,452	\$ 3,138	\$ 14,452	\$ 14,452	\$ 3,138	\$ 17,590	\$ 17,590
Subtotal Hours		\$ 14,452	\$ 3,138	\$ 14,452	\$ 14,452	\$ 3,138	\$ 17,590	\$ 17,590
Subtotal Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total		\$ 14,452	\$ 3,138	\$ 14,452	\$ 14,452	\$ 3,138	\$ 17,590	\$ 17,590

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DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 4
CONTRACT NO. 1174 PROJECT NO. 81000713
PROJECT TITLE – IN-LINE STORAGE: OK CREEK GATES
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black and Veatch Corporation (Design Professional). The parties amend the Agreement entered into on September 14, 2015, as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2015 in the amount of \$751,525.00; and

WHEREAS, City executed a No-Cost Amendment No. 1 dated August 26, 2016; and

WHEREAS, City executed Amendment No. 2, in the amount of \$502,900.00, to amend the contract amount to \$1,254,425.00;

WHEREAS, City executed Amendment No. 3, in the amount of \$185,000.00, to amend the contract amount to \$1,439,425.00;

WHEREAS, the City desires to execute Amendment No. 4, in the amount of \$540,575.00, to amend the total contract amount to \$1,980,000.00; 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. In **Part I Special Terms and Conditions**, Sec. 8. Responsibilities of City., Subparagraph E:
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.
- b. Under Attachment A – Scope of Services, add Attachment A2 – Additional Scope of Services for Construction Phase Services, attached herein.

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

- a. Delete **Part I Special Terms and Conditions, Sec. 4. Compensation and Reimbursables.**, Subparagraphs A.1, A.3, A.4 and replace with the following **Part I Special Terms and Conditions, Sec. 4. Compensation and Reimbursables.**, Subparagraphs A.1, A.3, A.4:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,980,000.00, as follows:

1. \$1,344,018.00 for the services performed by Design Professional under this Agreement.
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 \$581,507.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation, travel costs of contracted resource specialists request by City, and public outreach materials.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$54,475.00 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.

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: D. Matt Bond, 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)