

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002271/9591 – WATER MAIN REPLACEMENT IN THE AREA OF SOUTHWEST BOULEVARD TO MAIN STREET, W. 43RD STREET TO W. PERSHING AVENUE

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Crawford, Murphy & Tilly Inc. (“Design Professional”). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

The Project consists of design services for water main replacements and other water distribution system improvements within the project limits of Southwest Boulevard to Main Street, W. 43rd Street to W. Pershing Avenue as further specified by City, located in Council District 4, in Kansas City, Jackson County, Missouri.

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

- A. Design Professional shall perform the Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may

reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$620,000.00, as follows:
1. \$ 399,245.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Sub-contractor List Non-Construction" found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

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

- a. 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 \$166,101.07. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$54,653.93 for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the 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.
- c. Compensation for all Optional Services will be based on actual salary of

personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. Each Optional Service shall be specifically authorized by 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.

- d. City may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.
- e. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

Sec. 2. Notices. All notices required by this Agreement shall be in writing and sent to the following:

City:

Water Services Department
D. Matt Bond, Deputy Director:
Address: 4800 E 63rd St.,
Kansas City, MO 64130
Phone: (816) 513-0168 Facsimile: (816) 513-0266

Design Professional:

Crawford, Murphy and Tilly Inc.
Contact: Julie Jenson
Address: 1627 Main Street, Suite 600 , Kansas City, MO , 64108
Phone: (816) 272-8318
E-mail address: jjenson@cmtengr.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. 3. 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. 4. 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. 5. Responsibilities of City. City shall:

1. 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.
2. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
3. 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.
4. Provide standard City forms as required.

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

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 - Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Attachment H – Non-Construction Application for Payment

Sec. 6. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

Sec. 7. Contract Information Management System. Design Professional shall comply with City’s Contract Information Management System requirements. Design Professional shall use City’s Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City’s provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 8. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 9. 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. **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: June 11, 2021

By: *Kenneth S. Knight*
Name: Kenneth S. Knight

Title: Water Resources Group Manager

KANSAS CITY, MISSOURI

Date: 7/6/2021

By: *D Matt Bond*
Name: D. Matt Bond

Title: Deputy Director

Approved as to form:

Mark Jones
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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.

Theresa Danielsen Director of Finance
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7/19/2021 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 \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

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

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

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

Sec. 24. Quality Services Assurance Act.

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

ATTACHMENT A

**SCOPE OF SERVICES
(See Exhibit B)**

ATTACHMENT A SCOPE OF SERVICES

Owner: City of Kansas City, Missouri, Water Services Department
Design Professional: Crawford, Murphy & Tilly, Inc.
Project Title: Water Main Replacements in the Area of SW Boulevard to Main Street;
W 43rd Street to W Pershing Avenue
WSD Contract No.: 9591
WSD Project No.: 80002271

PROJECT DESCRIPTION

The following Scope of Services describes the Design Professional's services associated with the Project. These services shall be completed within 365 calendar days after the Notice to Proceed.

The Project in general consists of replacing approximately 20,000 LF of 1-inch to 36-inch water mains certain break-prone or obsolete water mains and appurtenances and providing other distribution system improvements within the project limits, generally defined as SW Boulevard to Main Street; W 43rd Street to W Pershing Avenue. The specific mains to be replaced and other distribution system improvements within the project limits consist of the following:

- Line 1: Replace 2,540 LF of 10-inch CIP water main with 12-inch DIP along SW Boulevard between W 24th Street and W 27th Street, and
- Line 2: Replace 1,590 LF of 36-inch CIP water main with 36-inch DIP along SW Boulevard between W 25th Street and W 27th Street, and
- Line 3: Replace 1,060 LF of 10" CIP water main with 12-inch DIP along SW Boulevard between W 29th Street and Wyoming Avenue, and
- Line 4: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W 25th Street to W 26th Street, and
- Line 5: Replace 500 LF along W. 26th Street from Jefferson St to the end of line.
- Line 6: Replace 660 LF of 6-inch CIP water main with 8-inch DIP along Pennsylvania between W 31st Street and W 32nd Street, and
- Line 7: Replace 620 LF of 24-inch CIP water main with 24-inch DIP along Pennsylvania Avenue between W 31st Street and W 32nd Street, and
- Line 8: Replace 380 LF of 24-inch CIP water main with 24-inch DIP along W 32nd Street between Pennsylvania Avenue and Broadway Boulevard, and
- Line 9: Replace 670 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W 31st Street and W 32nd Street, and
- Line 10: Replace 700 LF of 16-inch CIP water main with 24-inch DIP along Broadway Boulevard between W 31st Street and W 32nd Street, and
- Line 11: Replace 1,160 LF of 6-inch CIP with 8-inch DIP along Roanoke Road between W 34th Street and Karnes Boulevard, and
- Line 12: Replace 530 LF of 6-inch CIP with 8-inch DIP along Karnes Boulevard between Roanoke Road and 24-inch CIP main crossing Karnes Boulevard, and

- Line 13: Replace 3,100 LF of 8-inch CIP water main with 8-inch DIP along Broadway Boulevard between W 35th Street and W 39th Street, and
- Line 14: Replace 2,000 LF of 16-inch CIP water main with 16-inch DIP along Broadway Boulevard between W 36th Street and W 39th Street, and
- Line 15: Replace 740 LF of 16-inch CIP water main with 16-inch DIP along W 36th Street between Broadway Boulevard and Wyandotte Street, and
- Line 16: Replace 760 LF of 6-inch CIP water main with 8-inch DIP along Bridger Road between Mill Street and Westport Road, and
- Line 17: Replace 1,070 LF of 8-inch CIP water main with 8-inch DIP along Westport Road between Clark Avenue to Mill Street; and
- Line 18: Replace 1,110 LF of 4-inch CIP water main with 8-inch DIP along Clark Avenue between W 40th Street and Westport Road; and
- Line 19: Replace 150 LF of 1-inch Steel water main with 6-inch DIP along W 40th Terrace between Clark Avenue and SW Trafficway.

The Design Professional's Scope of Services for this Project includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

Water Services Department staff will prepare the "front-end" bidding documents and technical specifications (other than specific information contained or detailed on the construction drawings). The Water Services Department will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction phase services.

The specific design criteria for this Project shall include the following:

- Evaluate the overall distribution system within the project area to ensure adequate capacity and pressure to all customers.
- Replace break-prone or obsolete water mains and appurtenances and provide transfer of existing services to new mains.
- Ensure adequate fire protection for all residences, businesses, and facilities.
- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement as much as possible. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.
- Eliminate dead ends within the system by providing main loops within the system.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent feasible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.

For General Design Guidelines, see the latest version of Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <https://www.kcwaterservices.org/customer-service/resources/>).

The basic Scope of Services for this Project is organized into four major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Design
- Task Series 300 – Final Design
- Task Series 400 – Optional Services

TASK SERIES 100 - PROJECT ADMINISTRATION

- 100. Conduct Project Administration Services.** Design Professional will provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Design Professional shall prepare and distribute minutes of plan review meetings with the City with action items.
- 101. Monthly Project Status Reports.** Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of WSD for an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.
- 102. Initial Project Meeting.** Design Professional will conduct an initial project meeting to clarify the Water Services Department's intended scope of work, schedule, budget requirements, and other special requirements for the Project; to review pertinent available data and to present Design Professional's draft work plan and work schedule to confirm they meet the City's expectations. Following the initial project meeting, Design Professional shall submit to the Water Services Department for approval its work plan and work schedule for the Project, providing for completion within the term of the Contract. Design Professional shall make modifications to the work plan and work schedule as necessary to obtain City approval.

TASK SERIES 200 - PRELIMINARY DESIGN

200. Envision™ Consideration. The Envision™ rating system is used by the City's Water Services Department to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of project components as they are developed. The Design Professional shall incorporate the use of the Envision™ tool box through the design process and to determine whether this project is a good candidate for Envision™ certification.

201. Conduct Field and Record Investigations and Pipeline Route Surveys. Design Professional shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:

- A. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the City electronic copies of the photos taken.
- B. Locate and obtain copies of as-built drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the City one copy of the water main as-built drawings for all project sites. Design professional should review the necessity and size for replacement.
- C. Utility Coordination- Follow the City's standard four step process to send out utility notices throughout the design. Before alignments have been set, contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City's utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the City copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Design Professional. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the 30% alignment drawings.
- D. Pipeline Route Surveys and Rights-of-Way
 - a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface and subsurface information along possible new main alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances. Field locates should be verified prior to surveying to ensure

all utilities are located and to reduce number of survey visits. Use Water Services standard legend. Design Professional shall field verify (QA/QC) the data that is provided by the surveyors.

- iv. Provide subsurface utility information along the possible new main alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.
 - v. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignments, to provide information to evaluate and adjust City's surface elevation contours for project site conditions.
- b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.
- E. Obtain City's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

202. Preliminary Layout Drawing Review.

- A. Generate base plan sheets with existing utilities and surface features in the right-of-way, including proposed new water main alignments in 20:1 scale on 24" X 36" paper (unless approved otherwise) for construction drawings, incorporating City's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings.
- B. Meet with City staff in the field to review the base plan sheets for the project sites and provide recommendations on new water main alignments and receive City's comments. All decisions made in the field need to be documented in a memo addressed to the project manager. City will approve alignments or notify the Consultant with any changes within 2 weeks from the date of the field review.
- C. Determine the need for permanent and temporary construction easements along the proposed water main alignments.
- D. Utility Coordination – A utility coordination meeting may be held at Water Services if necessary with some or all of the affected utilities. A copy of the 30% sets of plans including the approved alignment should be sent to each utility prior to this meeting. This is the 2nd contact to utilities. Minutes from the meeting as well as any further information provided should be submitted to WSD within 1 week after the coordination meeting.

203. Prepare Preliminary Construction Drawings.

- A. Design Professional shall prepare preliminary (60 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards

and criteria, legend, general notes, and special construction details, in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <https://www.kcwaterservices.org/customer-service/resources/>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations.

B. The preliminary drawings shall include the following:

- Proposed alignment that was approved as the preliminary layout. Horizontal or plan views shall include horizontal location of existing above ground utilities and facilities, as well as horizontal dimensioning to indicate location of the proposed waterline in relation to Right of Way, above ground and below ground structures, and other utilities. Any encroachment on the waterline outside of Water Services' Standards should be indicated. Fire hydrants should also be illustrated to ensure adequate spacing between existing and proposed hydrants.
- Ground surface profile that include above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Ground surface elevation should be illustrated every 50 feet. Vertical clearance between existing utilities and the proposed watermain should be identified. Any crossings that do not meet Water Services' Standards should be indicated.
- Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages.
- A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.
- Water Services expectation is that all requirements for 60% drawings will be included; if they are not included the drawings will be returned to the design professional to be completed and resubmitted as 60% at no additional cost.

C. The plans shall include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Site inspections shall be performed to ensure all necessary transfers are included on the drawings, and that the transfers comply fully with the Rules and Regulations for Water Service Lines available at: <https://www.kcwaterservices.org/customer-service/resources/>

D. The preliminary drawings shall be quality checked by the design consultant with the name and signature of the individual that performed the quality check in the upper right hand corner of the cover sheet. The QA/QC signature block shall be signed by the individual completing the QA/QC review prior to submittal of the 60% drawings.

Water Services may require a copy of the QA/QC review to be submitted with the 60% drawings.

204. Submit 60% Completion – Drawings. Design Professional will submit to the City a review set of drawings at the 60% design completion stage.

- A. Design Professional shall submit one copy of the drawings (60 percent complete) to The Water Services Department for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15, and a current utility coordination log. Design Professional shall meet with Water Services Department staff to review the project progress and receive their review comments. Water Services will complete their review of the project within 15 calendars of receipt of the drawings. Design submittals shall be submitted through eBuilder.
- B. Design Professional shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.
- C. Utility Coordination - Public Notice #3 should be sent out with a copy of the 60% set of plans to all utilities that have conflicts and to those that have not responded. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the 100% Construction Drawings.

205. Preliminary Opinion of Probable Construction Cost. Design Professional will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the City. Preliminary opinion of probable construction cost will include unit prices. Additionally, costs broken out by trade (i.e. concrete, asphalt, hauling, etc) to assist with HRD Goal Requests will be required.

TASK 300 - FINAL DESIGN

300. Prepare 90% Construction Drawings. Design Professional shall prepare final (90 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings should conform to the latest edition for the Standards and Specifications for Water Main Extensions and Relocations and incorporate City's previous review comments into the drawings. Include as necessary plan sheets for erosion & sediment control measures.

301. Submit 90% Completion – Drawings. Design Professional shall submit to the Water Services Department a review set of drawings at the 90% design completion stage.

- A. Design Professional will perform an internal quality control review on the drawings and then submit one copy to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. Design Professional shall meet with Water Services Department staff to review project progress and receive review comments on the final drawings. Water Services will complete their review of the project within 15 calendars of receipt of the drawings. Design submittals shall be submitted through eBuilder.
- B. Design Professional shall submit copies of drawings (90 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City’s utility notification form.
- C. Utility Coordination- Public Notice 4 (Final Notice) should be sent to all utilities with a copy of the 90% drawings. All contact with the utilities should be documented and submitted to WSD with the Final Construction Drawings.

302. Finalize Drawings for Bidding. Design Professional will address review comments received on the 90% submittal and finalize the construction drawings. One copy of the final construction drawings will be submitted to Water Services Department for review. After receipt of the review comments on the final construction drawings, Design Professional shall revise the drawings and include all revisions and additions required by Water Services Department.

- A. Design Professional shall provide Water Services Department:
 - a. One paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings;
 - b. A thumb drive containing the drawing sheets as separate pdfs in the format required in Attachment B and electronic files in the latest version of AutoCAD. The drive shall be labeled with the project Name, WSD Project Number, WSD Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data. Additionally, all electronic files shall be uploaded to the eBuilder project folder.

303. Prepare Final Opinion of Probable Cost. Design Professional will prepare a final opinion of probable construction cost for the Project and submit it to the Water Services Department. Final opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with City requirements.

- 304. Prepare SWPPP.** Using the City’s approved template, and projects disturbing over 1 acre in area, prepare a Stormwater Pollution Prevention Plan document for the project for inclusion in the bidding documents, to be executed and implemented by the contractor. The plan will include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management as described in the City’s General Operating Permit (No: MOR100006) and 10 CSR 20-6.200.
- 305. Provide Project Data for Asset Management.** The Design Professional shall prepare and provide to City the following data in electronic file format as follows:
- A. An excel file listing existing water valves to be replaced in the project using the City’s unique GIS valve identification number.
 - B. An excel file new water valves to be installed in the project, assigning a temporary valve identification number, and the proposed State Plane Coordinates from the construction drawings.
 - C. An excel file listing existing hydrants to be replaced in the project using the City’s unique GIS hydrant identification number.
 - D. An excel file listing new hydrants to be installed in the project, assigning a temporary hydrant identification number, and the proposed State Plane Coordinates from the construction drawings.

TASK SERIES 400 – OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL’s maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$_54,653.93 _ for Optional Services not yet authorized by CITY that may be required during the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in WRITING by the CITY to perform Optional Services. Optional services will not be performed, nor is the DEISGN PROFESSIONAL approved to utilize any of the allowance amount unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Any easements necessary for the project will be added by optional services. They will still need to follow the information provided below.

Prepare Easement Legal Descriptions and Exhibits. Design Professional shall through the services of a Professional Surveyor provide information and documents required for temporary and permanent water easements for the project. For each tract to be subject to temporary or permanent water easements, Design Professional shall:

- A. Prepare legal descriptions for temporary and permanent water main easements. Easement legal descriptions shall be prepared using State Plane Coordinates, “Missouri Coordinate System of 1983, West Zone” in accordance with applicable Missouri standards of practice and easement recording requirements. City to

acquire and provide to the Design Professional the ownership and encumbrance reports for preparation of the easement documents.

- B. Prepare easement exhibits in accordance with applicable Missouri standards of practice and easement recording requirements.
- C. Include water main easements on the overall project's plan sheets.

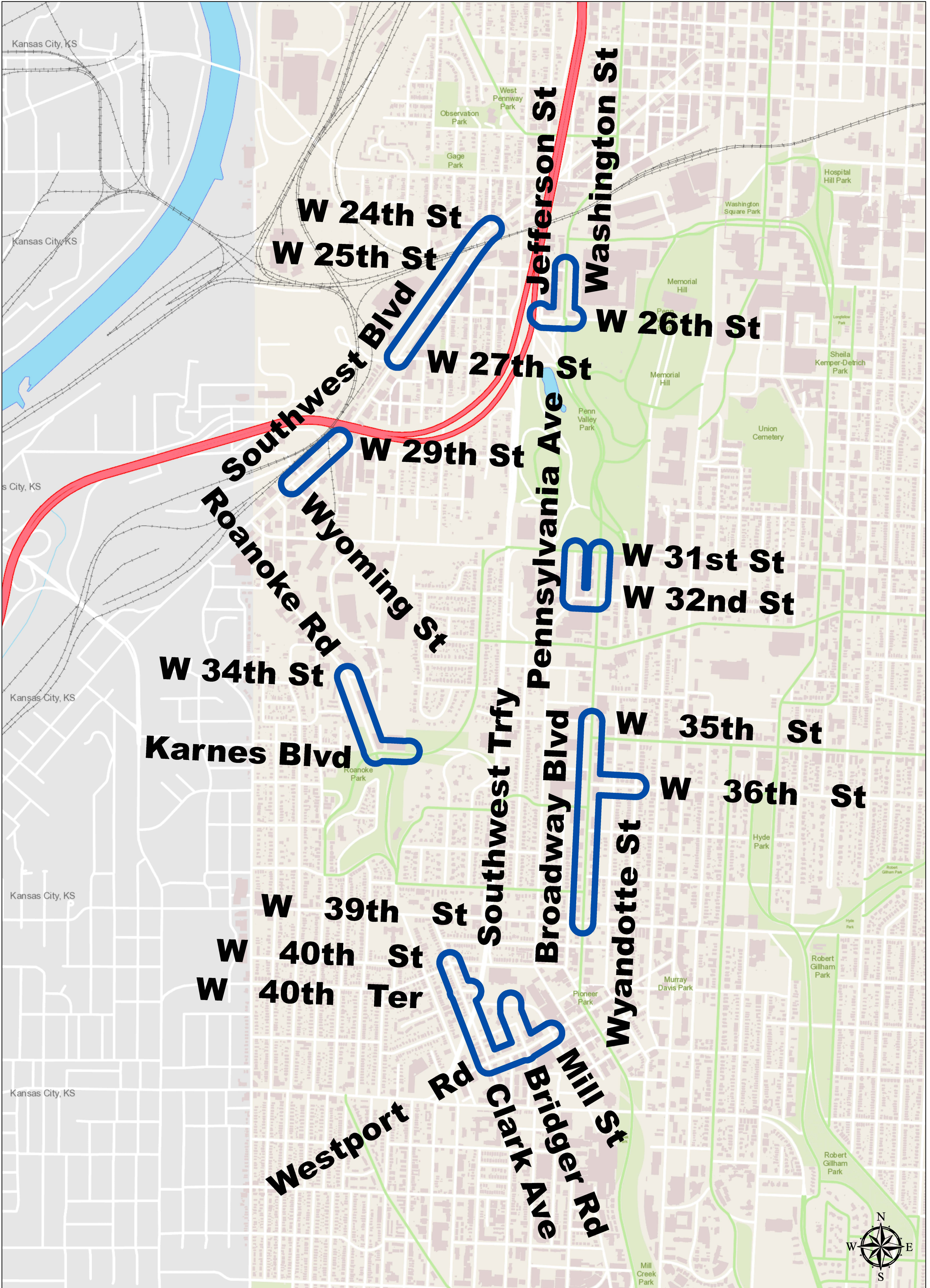
Design Professional shall review and approve the easement and legal descriptions including exhibits. Design Professional shall provide the services of a professional land surveyor, licensed in the State of Missouri, to seal the final easement legal descriptions and exhibits after corrections have been made.

END OF EXHIBIT B

EXHIBIT

B

Water Main Replacement in the Area of Southwest Boulevard to Main Street W 43rd St to W Pershing Ave



DISCLAIMER
While the City of Kansas City, Missouri makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. In no event shall the City of Kansas City, MO, be liable in any way to the users of this data. Users of this data shall hold the City of Kansas City, MO, harmless in all matters and accounts arising from the use and/or accuracy of this data.

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

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

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

F. KC Water Digital Data Submittal Standard

Purpose

In an effort to streamline the process of updating KC Water's Geographic Information System (GIS), KC Water is requiring digital copies of the "Approved for Construction" drawings and "Construction Record Drawings".

Information is to be provided in a format that adheres to the requirements outlined below.

1. **Required Submittals Types**
 - a. **Approved for Construction Drawings**

3 of 4

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings. If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. **Submittal Specifications**

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

3. **Questions/Technical Support**

- a. In the instance of a technical error, question, or discrepancy in the process please contact:

Stacey Roberts
Stacey.Roberts@kcmo.org
816-513-0299

4. **CAD Layers and Object Data Tables:**

The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

ATTACHMENT C

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

ATTACHMENT C

SCHEDULE OF POSITION CLASSIFICATION

CRAWFORD, MURPHY & TILLY, INC.

JANUARY 1, 2021

Classification	Regular Rate
Principal	\$60.00 - \$90.00
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$50.00 - \$80.00
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$50.00 - \$80.00
Sr. Structural Engineer II	\$40.00 - \$70.00
Sr. Technician II	\$40.00 - \$70.00
Aerial Mapping Specialist	\$40.00 - \$70.00
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$40.00 - \$70.00
Technical Manager II Environmental Specialist III	\$30.00 - \$60.00
Sr. Technician I	\$30.00 - \$60.00
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$30.00 - \$60.00
Environmental Specialist II Technician II	\$20.00 - \$50.00
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$20.00 - \$50.00
Administrative/Accounting Assistant	\$10.00 - \$40.00

A.N.S

CRAWFORD, MURPHY & TILLY, INC.
 2021 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT
 PROJECT NAME

KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
 80002271
 9591
 230092100.00

	JJ
	06/16/21

	06/16/21

KCMO PROJECT NO.
 KCMO CONTRACT NO.
 CMT PROJECT NO.

CMT													
TASKS SERIES CLASSIFICATIONS	Proj Eng II Proj Mgr II	Proj Eng I	Sr. Tech II	Senior Eng I	GIS Spec	Eng I	Proj Admin Assist	MAN HOURS & LABOR SUMMARY	TOTAL LABOR EFFORT	PRINTING	SUBS	TOTAL EXPENSE	TOTAL FEE
AVERAGE DIRECT LABOR RATES	\$72.37	\$62.50	\$52.63	\$49.34	\$42.76	\$42.76	\$31.25						
AVERAGE DIRECT LABOR RATES WITH OH&P	\$220.00	\$190.00	\$160.00	\$150.00	\$130.00	\$130.00	\$95.00						
Task Series 100 - Project Administration		176		148			91	415	\$64,285.00		\$4,140.48	\$4,140.48	\$68,425.48
100 Conduct Project Administration Services		100		100			60	260	\$39,700.00		\$4,140.48	\$4,140.48	\$43,840.48
101 Monthly Project Status Reports		60		40			31	131	\$20,345.00				\$20,345.00
102 Initial Project Meeting		16		8				24	\$4,240.00				\$4,240.00
Task Series 200 - Preliminary Design	8	246	300	508	60	174		1,296	\$203,120.00	\$1,000.00	\$145,578.51	\$146,578.51	\$349,698.51
200 Envision Consideration		8						8	\$1,520.00		\$1,896.96	\$1,896.96	\$3,416.96
201 Conduct Field and Record Investigations and Pipeline Route Surveys		4						4	\$760.00		\$133,102.35	\$133,102.35	\$133,862.35
202 Preliminary Layout Drawing Review	4	48		100	60	24		236	\$35,920.00				\$35,920.00
203 Prepare Preliminary Construction Drawings		70	100	100		75		345	\$54,050.00	\$500.00	\$5,289.60		\$59,839.60
204 Submit 60% Completion - Drawings	4	100	200	300		75		679	\$106,630.00	\$500.00	\$5,289.60		\$112,419.60
205 Preliminary Opinion of Probable Construction Cost		16		8				24	\$4,240.00				\$4,240.00
Task Series 300 - Final Design	8	232	200	360				800	\$131,840.00	\$2,000.00	\$13,382.08	\$15,382.08	\$147,222.08
300 Prepare 90% Construction Drawings		40	100	200				340	\$53,600.00		\$5,289.60	\$5,289.60	\$58,889.60
301 Submit 90% Completion - Drawings	4	40						44	\$8,480.00	\$1,000.00			\$9,480.00
302 Finalize Drawings for Bidding	4	100	100	100				304	\$50,880.00	\$1,000.00			\$51,880.00
303 Prepare Final Opinion of Probable Cost		40		40				80	\$13,600.00				\$13,600.00
304 Prepare SWPPP		4		4				8	\$1,360.00		\$5,718.24	\$5,718.24	\$7,078.24
305 Provide Project Data for Asset Management		8		16				24	\$3,920.00		\$2,374.24	\$2,374.24	\$6,294.24
Task Series 400 - Optional Services									\$54,653.93				\$54,653.93
TOTAL MAN HOURS	16	654	500	1,016	60	174	91	2,511					
SUBTOTAL - BASE LABOR EFFORT	\$3,520.00	\$124,260.00	\$80,000.00	\$152,400.00	\$7,800.00	\$22,620.00	\$8,645.00		\$453,898.93	\$3,000.00	\$163,101.07	\$166,101.07	\$620,000.00

CRAWFORD, MURPHY & TILLY, INC.
 FEE SUMMARY
 CLIENT
 PROJECT NAME

KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
 80002271
 9591
 230092100.00

KCMO PROJECT NO.
 KCMO CONTRACT NO.
 CMT PROJECT NO.

TASKS SERIES CLASSIFICATIONS	TOTAL PROJECT HOURS	TOTAL LABOR CMT	REIMBURSIBLE EXPENSES	TOTAL MBE FEE T&B	TOTAL WBE FEE EAE	TOTAL FEE
Task Series 100 - Project Administration	449	\$64,285.00			\$4,140.48	\$68,425.48
Task Series 200 - Preliminary Design	1552	\$203,120.00	\$1,000	\$119,960.00	\$25,618.51	\$349,698.51
Task Series 300 - Final Design	900	\$131,840.00	\$2,000		\$13,382.08	\$147,222.08
Task Series 400 - Optional Services		\$54,653.93				\$54,653.93
PROJECT TOTALS	2,901	\$453,898.93	\$3,000	\$119,960.00	\$43,141.07	\$620,000.00
MBE/WBE PERCENTAGES WITH OPTIONAL SERVICES				19.3%	7.0%	
TOTAL FEE WITHOUT OPTIONAL SERVICES						\$565,346.07
COST PER LINEAR FOOT OF MAIN						\$28.27
COST PER LINEAR FOOT OF MAIN WITH OPTIONAL SERVICES						\$31.00
LINEAR FEET OF WATER MAIN IN PROJECT						20,000
LINEAR FEET OF WATER MAIN SMALLER THAN 16-INCH						13,970
COST PER LINEAR FOOT OF MAIN SMALLER THAN 16-INCH						\$27.00
LINEAR FEET OF WATER MAIN LARGER THAN 16-INCH						6,030
COST PER LINEAR FOOT OF MAIN LARGER THAN 16-INCH						\$32.00
COST PER LINEAR FOOT OF MAIN WITHOUT OPTIONAL SERVICES						\$570,150.00
PROJECT TOTAL FEE WITH OPTIONAL SERVICE ALLOWANCE						\$620,000.00

CRAWFORD, MURPHY & TILLY, INC.
 2019 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT
 PROJECT NAME

KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVEN
 80002271
 9591
 230092100.00

TALIAFERRO & BROWNE (T&B)								
TASKS SERIES CLASSIFICATIONS	Principal	Senior Eng	Project Eng	Asst. Engr	Asst. Engr		TOTAL HOURS	TOTAL MBE LABOR EFFORT T&B
AVERAGE DIRECT LABOR RATES	\$71.00	\$48.00	\$29.00	\$24.00	\$27.00			
AVERAGE DIRECT LABOR RATES WITH OH&P	\$215.84	\$145.92	\$88.16	\$72.96	\$82.08		Total	Total
Task Series 100 - Project Administration								
100 Conduct Project Administration Services								
101 Monthly Project Status Reports								
102 Initial Project Meeting								
Task Series 200 - Preliminary Design								
200 Envision Consideration								
201 Conduct Field and Record Investigations and Pipeline Route Surveys								\$119,960
202 Preliminary Layout Drawing Review								
203 Prepare Preliminary Construction Drawings								
204 Submit 60% Completion - Drawings								
205 Preliminary Opinion of Probable Construction Cost								
Task Series 300 - Final Design								
300 Prepare 90% Construction Drawings								
301 Submit 90% Completion - Drawings								
302 Finalize Drawings for Bidding								
303 Prepare Final Opinion of Probable Cost								
304 Prepare SWPPP								
305 Provide Project Data for Asset Management								
Task Series 400 - Optional Services								
TOTAL MAN HOURS								
SUBTOTAL - BASE LABOR EFFORT								\$119,960

CRAWFORD, MURPHY & TILLY, INC.
 2019 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT
 PROJECT NAME

KCMO PROJECT NO.
 KCMO CONTRACT NO.
 CMT PROJECT NO.

KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
 80002271
 9591
 230092100.00

ENVIRONMENTAL ADVISOR & ENGINEERS (EAE)										
TASKS SERIES CLASSIFICATIONS	Principal	Project Eng.	Senior Eng.	Ast. Eng.	Engineering Tech	Project Admin	Accounting	TOTAL EXPENSES	TOTAL LABOR EFFORT EAE	MBE
AVERAGE DIRECT LABOR RATES WITH OH&P	\$176.32	\$176.32	\$158.08	\$107.92	\$110.96	\$93.12	\$121.60	Total	Total	
Task Series 100 - Project Administration	12			12			6		\$	4,140.48
100 Conduct Project Administration Services	12			12			6		\$	4,140.48
100 Conduct Project Administration Services - Monthly progress meetings									\$	-
101 Monthly Project Status Reports									\$	-
102 Initial Project Meeting									\$	-
Task Series 200 - Preliminary Design	6	60	12	20	24	78		56	\$	25,618.51
200 Envision Consideration			12						\$	1,896.96
201 Conduct Field and Record Investigations and Pipeline Route Surveys									\$	-
201.A Inspect project sites and document existing conditions									\$	-
201.B Locate and Obtain copies of As-builts									\$	-
201.C Utility Coordination - Base utility notices				20		78		56	\$	9,421.39
201.C Utility Coordination - Utility crossing Data Collection	6				24				\$	3,720.96
201.C Utility Coordination - Digitize utility maps									\$	-
201.D Verify field locates prior to Survey- QC Preliminary Survey									\$	-
203 Prepare Preliminary Construction Drawings QC			30						\$	5,289.60
204 Submit 60% Completion - Drawings QC			30						\$	5,289.60
205 Preliminary Opinion of Probable Construction Cost									\$	-
205 Preliminary Opinion of Probable Construction Cost - QC Only									\$	-
206 Environmental Limited Screening Assessment									\$	-
Task Series 300 - Final Design		30	10	22	38				\$	13,382.08
300 Prepare 90% Construction Drawings QC		30							\$	5,289.60
303 Prepare Final Opinion of Probable Cost									\$	-
303 Prepare Final Opinion of Probable Cost - QC Only									\$	-
304 Prepare SWPPP			10		38				\$	5,718.24
305 Provide Project Data for Asset Management				22					\$	2,374.24
Task Series 400 - Optional Services									\$	-
TOTAL LOE HOURS	18	90	22	54	62	78	6	56	\$	385.50
SUBTOTAL - BASE FEE ESTIMATE	\$3,174	\$15,869	\$3,399	\$5,828	\$6,880	\$7,263	\$730	\$56	\$	43,141.07

ATTACHMENT D

CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records,

except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

1. HRD Form 8A: Contractor Utilization Plan & Request for Waiver
2. Letter of Intent to Subcontract
3. HRD Form 10: Timetable for MWB/WBE Utilization
4. HRD Form 11: Request for Modification or Substitution
5. HRD Form 13: Affidavit of Intended Utilization
6. Contractor Affidavit for Final Payment
7. Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project/Contract Number 80002271 / 9591

Project Title: Water Main Replacement in the Area of SW Boulevard to Main Street, W 43rd Street to Pershing Avenue

(Department Project)

Water Services

(Department)

Crawford, Murphy & Tilly, Inc. (CMT)

(Bidder/Proposer)

STATE OF Illinois)
) ss
COUNTY OF Sangamon)

I, Raed Armouti, 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 **11.0** % MBE and **7.0**% 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: 13.0% MBE 7.0% 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. (T&B)
Address: 1020 E. 8th Street, Kansas City, MO 64106
Telephone No. (816) 283-3456
I.R.S. No.: 48-0758891

b. Name of M/WBE Firm: Environmental Advisors and Engineers, Inc. (EAE)

Address: 19211 W. 64th Terrace, Shawnee, KS 66218
 Telephone No. (913) 599-4326
 I.R.S. No.: 43-1806626

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

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

(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>Contractor</u>	<u>\$80,600.00</u>	<u>100%</u>	<u>13.0%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		\$ <u>80,600.00</u>	<u>13.0%</u>	

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
------------------	----------------------------	---------------------	------------------	---------------------

Environmental Advisors and Engineers Contractor	\$43,425.31	100%	7.0%
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:	<u>\$43,425.31</u>	<u>7.0%</u>	

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Raed Armouti
Address: One Memorial Drive, Suite 500

St. Louis, MO 63102
Phone Number: (314) 571-9058
Facsimile number: (314) 436-0723
E-mail Address: rarmouti@cmtengr.com

By: *Ravi Aramou*
Title: Sr. Vice President
Date: 3/9/2021
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 9th day of March, 2021

My Commission Expires: 03/26/2023 *Jennifer Salls*
Notary Public

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729



LETTER OF INTENT TO SUBCONTRACT

Project/Contract Number: 80002271 / 9591

Project Title: Water Main Replacement in the Area of SW
Boulevard to Main Street, W 43rd Street to Pershing Avenue

Crawford, Murphy & Tilly, Inc. (CMT) ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. (T&B) ("M/W/DBE Subcontractor"), who will provide the following goods/services

in connection with the above-referenced contract:

Task 201.D – Conduct Pipeline Route Survey

for an estimated amount of \$80,600.00 or 13.0% of the total estimated contract value.

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



Signature: Prime Contractor


Raed Armouti

Print Name

Sr. Vice President

Title

Date



Signature: M/W/DBE Subcontractor

HAGOS E. ANDEBRHAN

Print Name

CEO

Title

03/08/2021

Date



LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	<input type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title _____

Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor _____ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

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

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
 - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
 - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
 - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____
 Street number and name City, State and Zip Code

Primary contact: _____
 Name Phone

a) This subcontractor is (circle one): MBE WBE DBE N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

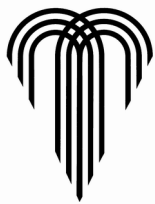
On this _____ day of _____, _____, before me
appeared _____, to me personally known to be the
_____ of the _____,

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

**EMPLOYEE ELIGIBILITY
VIERIFICATION**

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this 11th day of June, 2021, before me appeared Kenneth S. Knight, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

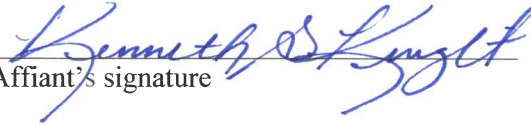
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Water Resources Group Manager (title) of Crawford, Murphy & Tilly, Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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


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

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

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


Affiant's signature

Subscribed and sworn to before me this 11th day of June, 2021.


Notary Public

My Commission expires: 03/26/2023

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. 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 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 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.
7. 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.
 8. 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 6 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

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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.

9. 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.

10. 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.

11. The Employer must use E-Verify 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.

12. 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.

13. 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

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(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. 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).

14. 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).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. 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 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.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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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.

19. 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 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.

20. 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.

21. 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.

22. 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.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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 create a second case for 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 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 Form I-9 information 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

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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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 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 Employer.

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 employer.

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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 Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer 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 Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, 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

Company ID Number: 181553

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.
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

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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.
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.

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 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,

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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 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 and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 181553

Approved by:

Employer Crawford, Murphy & Tilly, Inc.	
Name (Please Type or Print) Susan J Trello	Title
Signature Electronically Signed	Date 01/16/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/16/2009

Company ID Number: 181553

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Crawford, Murphy & Tilly, Inc.
Company Facility Address	2750 West Washington Street Springfield, IL 62702
Company Alternate Address	
County or Parish	SANGAMON
Employer Identification Number	370844662
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	22

Company ID Number: 181553

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

FLORIDA	3 site(s)
GEORGIA	1 site(s)
ILLINOIS	7 site(s)
INDIANA	2 site(s)
KENTUCKY	1 site(s)
MISSOURI	4 site(s)
OHIO	3 site(s)
TENNESSEE	1 site(s)

Company ID Number: 181553

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

Name Tom W Roy
Phone Number (217) 572 - 1035
Fax Number (217) 787 - 4183
Email Address troy@cmtengr.com

Name Kristine M Allen
Phone Number (217) 572 - 1129
Fax Number (217) 787 - 4183
Email Address kallen@cmtengr.com

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ATTACHMENT G

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. (T&B) Hagos Andebrhan, PE Email: hagos@tb-engr.com	Address: 1020 E. 8 th Street Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
2.	Name: Environmental, Advisors & Engineers, Inc., (EAE) Jill Biesma, PE Email: jbiesma@eaei.com	Address: 19211 W. 64 th Terrace Shawnee, KS 66218 Phone: 913-599-4326
3.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____

Contractor – Company Name: Crawford, Murphy & Tilly, Inc. (CMT)
 Submitted By: Julie Jenson, PE
 Title: Project Manager
 Telephone No.: 816-272-8318
 Fax No.: 314-436-0723
 E-mail: jjenson@cmtengr.com
 Date: 6/11/2021

A.N.S



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT H

Project Number _____
Contract Number _____
Project Title _____

Application Number: _____ Final Payment
 Ordinance Number: _____ Date: _____
 City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____
 Application for Work Accomplished: From _____ To: _____
 Name of Kansas City, MO Project Mgr: _____
 Kansas City, MO Contract Administrator: _____

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unathorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ([1+2+4] - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payment Applications	[8]	_____	\$0.00
PAYMENT DUE CONTRACTOR (7-8)	[9]	_____	\$0.00

Instructions to Design Professional/Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a **photocopy** of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the **First** application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the **Final** application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department
 Name, Project Manager
 4800 E 63rd St
 Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 9591 PROJECT NO. 80002271

**PROJECT TITLE – WATER MAIN REPLACEMENT IN THE AREA OF SOUTHWEST
BOULEVARD TO MAIN ST. W. 43RD ST. TO PERSHING AVENUE**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Crawford, Murphy & Tilly, Inc. (Design Professional). The parties amend the Agreement entered into on July 19, 2021, as follows:

WHEREAS, City has previously entered into a contract dated July 19, 2021 in the amount of \$620,000.00: and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$62,000.00, to amend the total contract amount to \$682,000.00; and

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

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

A. Add the following section(s):

- a. Under Attachment A1 – Scope of Services, add Attachment A1 Scope of Services for Construction Phase Services, attached herein.

B. Delete the following section(s):

- a. Delete Sec.4, Compensation and Reimbursables and replace with the following Sec.4 Compensation and Reimbursable:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **\$682,000.00**, as follows:

1. **\$ 461,245.00** for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times and Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**.

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

- a. 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 **\$166,101.07**. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$54,653.93** for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the 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.
- c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C1**. 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.
- d. City may revise the Design Professional's Basic Services defined in **Attachment A1** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

- e. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A1** 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 a monthly project status report with each monthly invoice containing the information defined in **Attachment A1**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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

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

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

DESIGN PROFESSIONAL

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

Date: 12/16/2022

Water Resources Group Manager
DocuSigned by:
Title: Julie Jensen
E947841D43D1454...

Date: 12/28/2022

KANSAS CITY, MISSOURI
By: Jeff Martin
DocuSigned by:
756D1017BA554BC...
Title: Chief Engineering Officer

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...
Assistant City Attorney

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

DocuSigned by:
Anne Kaps
1/17/2023
996237FFA75F404...
Director of Finance (Date)

**ATTACHMENT A1
SCOPE OF SERVICES FOR
CONSTRUCTION PHASE ENGINEERING SERVICES**

DESIGN PROFESSIONAL: CRAWFORD, MURPHY & TILLY, INC. (CMT)

OWNER: CITY OF KANSAS CITY, MISSOURI

PROJECT: WATER MAIN REPLACEMENT
PROJECT IN THE AREA OF SW
BOULEVARD TO MAIN STREET; W
43RD STREET TO PERSHING
AVENUE

WSD CONTRACT NO: 9591

WSD PROJECT NO: 80002271

I. GENERAL

The following paragraphs provide a general description of the work required of this Scope of Services. Subsequent paragraphs describe in detail the Construction Phase Services to be provided by DESIGN PROFESSIONAL to facilitate the construction of water main replacements of the water distribution system located in various locations within Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri, intends to replace water mains within the City ranging in size from 8 inches to 48 inches in diameter, valves, fire hydrants, and water service lines. Amendment No. 1 is for Construction Phase Services including Resident Project Representative to assist KC Water.
- B. Background Information. The CITY's distribution system includes 2,800 miles of water mains. The City developed the Water Main Replacement Program in 2012 in an attempt to replace an average of 1% of the water distribution mains per year. The City staff is responsible for performing construction inspections on the water main projects. This Amendment No. 1 provides assistance to City staff to perform the inspections water main replacement projects.
- C. Task Series Listing. This Scope of Services to be performed by DESIGN PROFESSIONAL organized under the following Task Series. Task Series 100-400 were included in the original project Scope of Services. Amendment No. 1 includes Task Series 500 which includes the Construction Phase Services:

1. Task Series 100 – Project Administration
2. Task Series 200 – Preliminary Design
3. Task Series 300 – Final Design
4. Task Series 400 – Optional Services
5. Task Series 500 – Construction Phase Engineering Services

- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional services concerning the Project.
- E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.
- F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- G. Responsibilities of CITY. CITY's assigned project manager shall coordinate correspondence with other CITY Departments, shall coordinate and schedule CITY staff, and shall coordinate shop drawing review and other reviews by CITY staff when required for the Project. The CITY's assigned project manager shall serve as the primary point of contact with the CONTRACTOR. CITY's assigned project manager shall provide interpretation, clarification and responses to Request For Information's (RFI's) in response to technical specifications.

Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents and Water Services Rules and Regulations for Water Main Extensions. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

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

II. PROJECT MILESTONE AND CITY REVIEW COMMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days. It is understood that the project milestones for this project shall be determined by the CITY and the CONTRACTOR:
1. DESIGN PROFESSIONAL shall complete the Task Series 500 within 180 calendar days (180) after approval of Amendment No. 1.

III. SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the project.

TASK SERIES 500 – CONSTRUCTION PHASE ENGINEERING SERVICES

CITY's project manager shall act as the primary point of contact with the CONTRACTOR. Verbal communication with the CONTRACTOR, if needed, shall be as authorized by the CITY's project manager. It is anticipated that there will not be a need for direct communication between the DESIGN PROFESSIONAL and CONTRACTOR at the project manager or assistant project manager level except at monthly project progress meetings.

Task 501 Conduct Project Administration Services: DESIGN PROFESSIONAL shall prepare and submit invoices on a form acceptable to the CITY. PDF copies of invoices shall be uploaded to the CITY's web-based document management system (E-builder). Each invoice by DESIGN PROFESSIONAL and subcontractors shall be itemized as follows:

1. **Status Report:** DESIGN PROFESSIONAL shall prepare and submit project status report to accompany the DESIGN PROFESSIONAL's invoice, on forms acceptable to the CITY. PDF copies of each project status report shall also be uploaded to the CITY's web-based document management system, E - Builder. A project status report shall accompany each invoice submittal. The progress status reports shall document, at the Task Series level, work progress, the percentage of completed work, schedule status, and budget status. The project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet HRD approved M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.
2. **Subconsultant Agreements and Administration:** DESIGN PROFESSIONAL shall prepare a scope, budget, schedule, and agreement for its subconsultants involved in the project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 502 Attend Pre-Construction Meetings (if necessary): DESIGN PROFESSIONAL shall attend one (1) pre-construction meeting with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 503 Review Final Plans: DESIGN PROFESSIONAL shall review final plans provided by the

Cit to become familiar with project prior to attending meetings and site visits.

Task 504 Perform Construction Site Visits: DESIGN PROFESSIONAL shall visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the project. The DESIGN PROFESSIONAL shall perform site visits up to four (4) hours per day, as directed by the CITY. Periodic site visits are in addition to site visits that coincide with monthly progress meetings, the substantial completion inspection, and the final completion inspection.

Task 505 Prepare Daily Field Reports: DESIGN PROFESSIONAL shall document all activity during the site visit on a standard City observation form. The contractor personnel, equipment, materials, weather, visitors, work completed and work to be completed the rest of the day, issues or potential issues, etc. are to be recorded. DESIGN PROFESSIONAL shall record all installation of water mains, valves, fire hydrants, water services by stationing on red-lined drawings to be provided to City at a later time.

Task 506 Attend Monthly Progress Meeting: DESIGN PROFESSIONAL shall attend up to five (5) monthly progress meetings and other meetings with CITY and CONTRACTOR, when necessary, to review and discuss construction procedures and progress scheduling, and other matters concerning the project. CONTRACTOR shall be required to distribute updated schedules and agendas in advance of the monthly progress meeting, keep notes during the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance. If work progress justifies, the DESIGN PROFESSIONAL shall make a site visit prior to or after monthly progress meetings. DESIGN PROFESSIONAL shall review CONTRACTOR meeting notes and provide comments to CITY, or if directed by CITY provide comments directly to CONTRACTOR.

Task 507 Review Monthly Invoices: DESIGN PROFESSIONAL shall review each monthly invoice submitted by the CONTRACTOR to verify work completed that month. DESIGN PROFESSIONAL shall sign-off on the invoice and provide it to the City Project Manager.

Task 508 Review Construction Record Drawings: Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL shall review the red-lined drawing and the CONTRACTOR's record drawings for accuracy.

Task 509 Attend Substantial and Final Completion Inspection: DESIGN PROFESSIONAL shall attend Substantial and Final Completion Inspections. During the substantial completion inspection, DESIGN PROFESSIONAL shall prepare the punch list which includes outstanding items to be completed by the CONTRACTOR. DESIGN PROFESSIONAL shall attend final completion Inspection to verify if outstanding Punch List items have been completed.

**SCHEDULE OF POSITION CLASSIFICATION
ATTACHMENT C1
CRAWFORD, MURPHY & TILLY, INC.**

JANUARY 1, 2023

Classification	Regular Rate
Principal	\$60.00 - \$100.00
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$50.00 - \$90.00
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$50.00 - \$90.00
Sr. Structural Engineer II	\$40.00 - \$80.00
Sr. Technician II	\$40.00 - \$80.00
Aerial Mapping Specialist	\$40.00 - \$80.00
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$40.00 - \$80.00
Technical Manager II Environmental Specialist III	\$30.00 - \$70.00
Sr. Technician I	\$30.00 - \$70.00
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$30.00 - \$70.00
Environmental Specialist II Technician II	\$20.00 - \$60.00
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$20.00 - \$60.00
Administrative/Accounting Assistant	\$10.00 - \$50.00

CRAWFORD, MURPHY & TILLY, INC.
2022 PROFESSIONAL SERVICES COST ESTIMATE
CLIENT
PROJECT NAME

KCMO PROJECT NO.
KCMO CONTRACT NO.
CMT PROJECT NO.

AMENDMENT NO. 1
KC WATER SERVICES
WATER MAIN REPLACEMENT IN THE AREA OF
SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
80002271
9591
20092100.00

ENVIRONMENTAL ADVISOR & ENGINEERS (EAE)									
TASKS SERIES CLASSIFICATIONS	Principal	Project Engineer	Senior Engineer/Construction Specialist	Ast. Eng.	Engineering Tech	Project Admin	Accounting	TOTAL EXPENSES	TOTAL WBE LABOR EFFORT EAE
AVERAGE DIRECT LABOR RATES	\$58.00	\$58.00	\$55.12	\$35.50	\$36.50	\$30.63	\$43.00		
AVERAGE DIRECT LABOR RATES WITH OH&P	\$176.32	\$176.32	\$167.56	\$107.92	\$110.96	\$93.12	\$130.72	Total	Total
Task Series 500 - Construction Phase Engineering Services			8		36		1		\$ 4,834.24
501 Conduct Project Administration Services							1.00		\$ 130.72
502 Attend Pre-Construction Meeting									\$ -
503 Review Final Plans									\$ -
504 Perform Construction Site Visits			8.00		30.31				\$ 4,703.52
505 Prepare Daily Field Reports					6.00				\$ 665.76
506 Attend Monthly Progress Meetings									\$ -
507 Review Monthly Invoices									\$ -
508 Review Asbuilt Drawings									\$ -
509 Attend Substantial and Final Completion Inspections									\$ -
510 TBD									\$ -
511 TBD									\$ -
512 TBD									\$ -
TOTAL LOE HOURS			8		36		1		45.31
SUBTOTAL - BASE FEE ESTIMATE			\$1,341		\$4,029		\$131		\$5,500.00

CRAWFORD, MURPHY & TILLY, INC.
 FEE SUMMARY
 CLIENT
 PROJECT NAME

KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
 80002271
 9591
 20092100.00

KCMO PROJECT NO.
 KCMO CONTRACT NO.
 CMT PROJECT NO.

TASKS SERIES CLASSIFICATIONS	TOTAL PROJECT HOURS	TOTAL LABOR CMT	REIMBURSIBLE EXPENSES	TOTAL MBE FEE T&B	TOTAL WBE FEE EAE	TOTAL FEE
Task Series 100 - Project Administration	449	\$64,285.00			\$4,140.48	\$68,425.48
Task Series 200 - Preliminary Design	1552	\$203,120.00	\$1,000.00	\$119,960.00	\$25,618.51	\$349,698.51
Task Series 300 - Final Design	900	\$131,840.00	\$1,715.76		\$13,666.32	\$147,222.08
Task Series 400 - Optional Services		\$54,653.93				\$54,653.93
Task Series 500 - Construction Phase Services (Amendment No. 1)		\$54,963.20	\$1,536.80		\$5,500.00	\$62,000.00
PROJECT TOTALS	2,901	\$508,862.13	\$4,252.56	\$119,960.00	\$48,925.31	\$682,000.00
MBE/WBE PERCENTAGES WITH OPTIONAL SERVICES				17.6%	7.2%	
PROJECT TOTAL FEE WITH OPTIONAL SERVICE ALLOWANCE						\$682,000.00

CRAWFORD, MURPHY & TILLY, INC.
 20221 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT
 PROJECT NAME

KCMO PROJECT NO.
 KCMO CONTRACT NO.
 CMT PROJECT NO.

AMENDMENT NO 1 - CONSTRUCTION PHASE SERVICES
 KC WATER SERVICES
 WATER MAIN REPLACEMENT IN THE AREA OF
 SW BOULEVARD TO MAIN STREET, W 43RD STREET TO PERSHING AVENUE
 80002271
 9591
 20092100.00

	JJ
	12/02/22

	12/02/22

CMT												
TASKS SERIES CLASSIFICATIONS	Proj Eng II Proj Mgr II	Proj Eng I	Senior Eng I	Eng I	Technician I	Proj Admin Assist	MAN HOURS & LABOR SUMMARY	TOTAL LABOR EFFORT	Mileage	EAE (WBE Sub)	TOTAL EXPENSE	TOTAL FEE
AVERAGE DIRECT LABOR RATES	\$75.00	\$65.00	\$52.00	\$45.00	\$35.00	\$35.00						
AVERAGE DIRECT LABOR RATES WITH OH&P	\$228.00	\$197.60	\$158.08	\$136.80	\$106.40	\$106.40						
Task Series 500 - Construction Phase Engineering Services	5	30	10	169	213	5	432	\$32,300.00	\$1,536.80	\$5,500.00	\$7,036.80	\$39,336.80
501 Conduct Project Administration Services	5	30	10			5	50	\$9,180.80		\$130.72	\$130.72	\$9,311.52
502 Attend Pre-Construction Meeting				5	5		10	\$1,216.00				\$1,216.00
503 Review Final Plans				8	8		16	\$1,945.60				\$1,945.60
504 Perform Construction Site Visits				100	120		220	\$26,448.00	\$1,136.80	\$4,703.52	\$5,840.32	\$32,288.32
505 Prepare Daily Field Reports				40	40		80	\$9,728.00		\$665.76	\$665.76	\$10,393.76
506 Attend Monthly Progress Meetings				8	8		16	\$1,945.60				\$1,945.60
507 Review Monthly Invoices				8	8		16	\$1,945.60				\$1,945.60
508 Review Construction Record Drawings					16		16	\$1,702.40				\$1,702.40
509 Attend Substantial and Final Completion Inspections					8		8	\$851.20	\$200.00		\$200.00	\$1,051.20
510 TBD									\$200.00		\$200.00	\$200.00
511 TBD												
512 TBD												
TOTAL MAN HOURS	5	30	10	169	213	5	432					
SUBTOTAL - BASE LABOR EFFORT	\$1,140.00	\$5,928.00	\$1,580.80	\$23,119.20	\$22,663.20	\$532.00		\$54,963.20	\$1,536.80	\$5,500.00	\$7,036.80	\$62,000.00

ATTACHMENT G

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. (T&B) Hagos Andebrhan, PE Email: hagos@tb-engr.com	Address: 1020 E. 8 th Street Kansas City, MO 64106 Phone: 816-283-3456 Fax: 816-283-0810
2.	Name: Environmental, Advisors & Engineers, Inc., (EAE) Jill Biesma, PE Email: jbiesma@eaei.com	Address: 19211 W. 64 th Terrace Shawnee, KS 66218 Phone: 913-599-4326
3.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____

Contractor – Company Name: Crawford, Murphy & Tilly, Inc. (CMT)
 Submitted By: Julie Jenson, PE
 Title: Project Manager
 Telephone No.: 816-272-8318
 Fax No.: 314-436-0723
 E-mail: jjenson@cmtengr.com
 Date: 6/11/2021

A.N.S

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 2

CONTRACT NO. 9591 PROJECT NO. 80002271

**WATER MAIN REPLACEMENT IN THE AREA OF SOUTHWEST BOULEVARD TO
MAIN ST. W. 43RD STREET TO W. PERSHING AVENUE**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Crawford, Murphy & Tilly, Inc. (Design Professional). The parties amend the Agreement entered into on July 19, 2021, as follows:

WHEREAS, City has previously entered into a contract dated July 19, 2021 in the amount of \$620,000.00: and

WHEREAS, the City executed Amendment No. 1, in the amount of \$62,000.00, on January 17, 2023, to amend the total contract amount to \$682,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$367,729.36, to amend the total contract amount to \$1,049,729.36; and

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

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

- A. Add the following attachments:
 - a. Under Attachment A2 – Scope of Services, add Attachment A2 Scope of Services for Amendment No. 2.
 - b. Under Attachment I, add CREO Contract Assurances Addendum.
- B. Delete the following section(s):
 - a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the following Design Professional Services Part II, Standard Terms and Conditions.
 - b. Delete Sec.4, Compensation and Reimbursables and replace with the following Sec.4 Compensation and Reimbursable:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is **\$1,049,729.36**, as follows:
 - 1. **\$ _____** for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of

personnel for time charges directly to the project, times and Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C, C1 and C2**.

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

- a. 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 \$ _____. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by design professional and reproduction of deliverables.
- b. Design Professional’s maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$ _____ for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the 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.
- c. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C1 and C2**. 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.

- d. City may revise the Design Professional's Basic Services defined in **Attachments A, A1, and A2** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.
- e. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A1 and A2** 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 a monthly project status report with each monthly invoice containing the information defined in **Attachments A, A1 and A2**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

**Civil Rights and Equal Opportunity
Department Civil Rights and Wage Assurances**

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

Ban the Box in Hiring and Promotion.

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

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

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

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 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, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

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

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

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

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

Sec. 28. Affirmative Action.

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

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

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

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

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

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

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

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