

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT/CONTRACT NO. 81000928/1588 –BIRMINGHAM PUMP STATION
SCREEN REPLACEMENT
WATER SERVICE DEPARTMENT
SMALL LOCAL BUSINESS ENTERPRISE (SLBE-WSDEPS)

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **Lion CSG LLC**. 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 (Birmingham Pump Station Screen Replacement) and purpose: Design services for the replacement of screens, associated controls, and general repairs for the Birmingham Pump Station at 11011 Birmingham Road, Kansas City MO 64160.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment A**.
- 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 \$328,623.00 as follows:
1. \$165,760.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$132,863.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors' office personnel labor costs shall be included in the unit prices for field investigation work.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and reimbursables, includes a total allowance amount of \$30,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

KC Water
D. Matt Bond, Deputy Director
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0528 Facsimile: (816) 513-0288
E-mail address: matt.bond@kcmo.org

Design Professional:

Lion CSG LLC
Nicole Young, P.E.
10060 NW Prairie View Road, Kansas City, MO 64153
Phone: 816.368.8114
E-mail: Nicole.Young@LionCSG.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

- Attachment A – Scope of Services**
- Attachment B – Electronic Format Requirements**
- Attachment C – Engineering Fee Summary and Schedule of Position Classifications**
- Attachment D - Licensed Geographical Information System Data**
- Attachment E – Employee Eligibility Verification Affidavit**
- Attachment F – Non-Construction Subcontractors Listing**
- Attachment G – Non-Construction Application for Payment**

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

Sec. 11. Subcontractor Participation Reporting. Design Professional shall report all subcontractor participation on the City's Human Relations Department's B2G system. The Design Professional shall also report self-performance of the work in the City's Human Relations Department's B2G system. This report shall be submitted monthly.

Sec. 12. 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. 13. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: July 20, 2020

By: [Signature]
Name: Nicole Young
Title: Lead CS&E

KANSAS CITY, MISSOURI

Date: 8/19/2020

By: [DocuSigned by: D Matt Bond]
Name: D Matt Bond
Title: Deputy Director

Approved as to form:

[DocuSigned by: Mark Jones]
Assistant City Attorney

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

[DocuSigned by: Theresa Danielson] 9/3/2020
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race,

color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to

comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$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

Design Professional: Lion CSG LLC
Owner: City of Kansas City, Missouri
Project: 81000928 Birmingham Pump Station Screen Replacement
Contract No: 1588

I. GENERAL

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by **DESIGN PROFESSIONAL (DP)**.

The Project. The Water Services Department wishes to contract with a SLBE-WSDEPS certified **DESIGN PROFESSIONAL** to provide design services for the replacement of screens, associated controls, implement an odor control system, and general repairs for the Birmingham Pump Station at 11011 Birmingham Road, Kansas City MO 64160.

A. Background Information and General Description of Activities.

1. The **CITY**, acting through WSD, is undertaking this project to make repairs and improvements to the Birmingham Pump Station to allow for more effective remote operation, reliability and the ability to remove screenings during extreme wet weather conditions.
2. Previous reports, the Wastewater Master Plan, operations data, lab data, and as-built drawings shall be made available to the **DP**.
3. **DP** shall use e-Builder document management system.
4. **DP** shall use a cost loaded scheduling system such as Microsoft Project.
5. **DP** shall provide an S curve with invoice.
6. **DP** shall submit meeting agendas and expected **DP** attendees at least 3 days prior to each meeting and distribute draft meeting minutes within one business day of the meeting.
7. **DP** shall implement a developed preliminary design of an odor control system from a different, but related project at Birmingham WWTP.
8. **DP** shall review existing geotechnical reports and make recommendations for additional work as may be required.
9. Any I&C work will be performed per WWTD I&C standards.
10. **DP** shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.

- B. Follow-On Phases. At the discretion of the **CITY** and after completion of the Project, the **DP** may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Birmingham Pump Station and other associated locations.
- C. Coordination. The **DP** shall coordinate as necessary with regulators, Army Corp of Engineers, Kansas City Department of Planning and Development, other utilities, **CITY** vendors, **CITY** consultants, the SCADA project with Black and Veatch, CDM Project at Birmingham WWTP, Storm Water Utility/Engineering, the Smart Sewer Program, and **CITY** contractors.
- D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Preliminary Design
 3. Task Series 300 - FINAL DESIGN
 4. Task Series 400 - BIDDING PHASE
 5. Task Series 500 - FOLLOW ON Phases
 6. Task Series 600 - Envision™ Sustainability Design
- E. Construction Procurement. 100% Design documents developed by **DP** will be of sufficient detail for the **CITY** to obtain bids through a conventional bidding process. Preliminary Design Documents (30%) shall be of sufficient detail for the **CITY** to obtain bids through the standard **CITY** fixed fee design-build process.
- F. Travel. **DP** may request pre-approval of non-local travel. The **CITY**'s Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.
- G. Explicit Responsibilities. The Scope of Services explicitly sets forth what **DP** will perform and does not implicitly put any additional responsibilities or duties upon **DP**. The **DP** agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the **CITY**.
- H. Closeout. **DESIGN PROFESSIONAL** will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.
- I. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since **DP** has no control over the cost of labor, material or equipment furnished by others not under contract to **DP**, **DP**'s opinion of probable cost for construction, of the Work will be made on the basis of experience and

qualifications as a **DP**. **DP** does not guarantee that proposals, bids or actual project costs will not vary from **DP**'s opinions of probable cost. The cost opinions' level of accuracy presented by **DP** will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a **DP**. **DP** does not guarantee that actual operations and maintenance costs will not vary from the **DP**'s opinions of probable operations and maintenance costs. **DP** will utilize design-build cost estimators and best practices from the construction community and design community to develop their capital cost model. **DP** will utilize O&M specialists in the development of the O&M model. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. **DP** shall immediately notify the PM if the estimates are over the construction budget after initial QA. **CITY** reserves the right to call a cost estimate review meeting at WSD offices or the **DP** offices where the cost estimating team is based.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 373 days following the **CITY**'s issuance of a Notice To Proceed, NTP, to the **DP**
2. Task Series 200 and 300 shall be completed within 331 days following the **CITY**'s issuance of a NTP.
3. Task Series 400 shall be completed within 373 days following the **CITY**'s issuance of a NTP.
4. Task Series 500 shall be completed within 373 days following the **CITY**'s issuance of a NTP.
5. Task Series 600 shall be completed within 373 days following the **CITY**'s issuance of a NTP.
6. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 373 calendar days of the written Notice to Proceed. The completion schedule will be extended by the **CITY** for delays beyond the control of the **DP** as approved by the **CITY**.
7. The completion schedule will be extended by the **CITY** for delays beyond the control of the **DP** as approved by the **CITY**.
8. **DP** may suggest schedule modifications to the scope of work

- B.** The **CITY** hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from **DP**. **CITY** will endeavor to provide consolidated written review comments to **DP** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DP** no more than fourteen (14) calendar days after receipt of written consolidated **CITY** review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project administration management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with **CITY** Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices (showing, by task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the **CITY** and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by **DP**, the work activities anticipated to be performed the next month, action items required by **CITY**, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series. **DP** shall provide WSD with a narrative description of individuals' work, if requested.

Task 103 Sub consultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its sub consultants involved in the Project. Conduct coordination meetings as required to prepare sub consultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of sub consultant agreements and sub consultant work including deliverables, subcontractor invoicing, and schedule maintenance.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by **CITY**, **DP** shall organize and conduct a Project Kickoff Meeting with the **CITY** to review and establish project goals, lines of communication, project procedures, **DP**'s proposed Work Plan, and other logistics of project execution, including anticipated Project schedule, cost loaded schedule, and content of subsequent monthly progress meetings. Prepare and submit an agenda to **CITY** Staff 3 days prior to the meeting and prepare and distribute the meeting minutes within 1 business day of the meeting date.

Task 106 Work Plan

1. **Work Plan Format.** **DP** shall prepare a written draft Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the **CITY**.
 - b. A summary of the Project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work.
 - d. Sustainable planning and design goals, objective and processes.
 - e. Define any issues requiring special coordination with **CITY**, and/or adjacent projects.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 calendar days of the notice to proceed. **CITY** will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to **CITY**'s comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of **CITY**'s comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to **CITY** when requested.

Task 107 Progress Meetings

Participate in up to (TBD) monthly progress meetings with **CITY** to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and **CITY** action items will be discussed. **DP** will prepare and submit an agenda to **CITY** 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

TASK SERIES 200 - PRELIMINARY DESIGN

Task 201 Field Investigation and Assessment of Birmingham Pump Station.

Perform a compilation and review of pertinent existing documents including but not limited to: provided schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotechnical reports, and other sources provided by the

CITY. DP will perform a preliminary visual assessment of the proposed work site(s) with **CITY** staff. Inspection should include but not be limited to the state of the current screens, racks, HVAC, channels, sluice gates, pumping and conveyance, and any other relevant equipment related to this scope of work. It is anticipated that a site survey will not be required, and **DP** will use existing drawings as basis of design. If survey work is found to be necessary, it will be performed under optional services.

Task 202 Screen and Grit Study

This study should evaluate the overall effectiveness of the existing screens, and evaluate the grit and screenings accumulation, if any, in the channels upstream of the screens and how it affects screen operation. The evaluation of the effectiveness of the existing screens will determine, in conjunction with the **CITY**'s project manager, how far upstream of the screens the evaluation will include.

Task 203 Alternatives Analyses

Explore and evaluate alternative solutions for addressing bypassing of screenings to the wet well during high wet weather events. Mechanical screens should be evaluated to determine if a retrofit of a new mechanical cleaning mechanism, or complete replacement of the screens is appropriate based on the screen and grit study performed in Task Series 202.

Task 204 Basis of Design Memorandum

Prepare a draft Basis of Design Memorandum (BDM) that documents the completed assessments and alternatives analyses, and preliminary design for the improvements at Birmingham Pump Station. As part of the design from a different, but related project at Birmingham WWTP, a preliminary design for an odor control system will be handed over to the **DESIGN PROFESSIONAL** to implement into this project. Discipline work required to implement the provide odor control system will be discussed in the BDM.

Complete QA/QC Review and Submit Documents. Assemble internally a pre- submittal draft BDM and a set of preliminary drawings. Conduct an internal quality control review before submitting five (5) copies of the draft BDM and half-size drawings (11" x 17") of the interim deliverable for review.

Conduct BDM Review Meeting- **DESIGN PROFESSIONAL** will conduct a meeting with **CITY** staff to review the draft BDM and receive their comments.

Incorporate Comments and Issue Final BDM. **DESIGN PROFESSIONAL** will incorporate **CITY**, MDNR and any other relevant agency review comments into the Draft Basis of Design Memorandum and submit five (5) copies and one (1) electronic file in an indexed portable document file (pdf) format of the Final Basis of Design Memorandum.

Phase		30% Preliminary
Discipline	%	Narrative
Process	90	Finalized Process Flow Diagram, flow, mass balance, energy balance, final Unit process capacity, weights, dimensions
Site Civil	30	Dimensions given, rough site plan, final siting Major buildings/structures
Geotechnical	90	Borings taken & geotech report
Structural	30	Methods of Major Structure repairs drafted and draft method(s) for supporting new structures
Mechanical (process piping)	60	process piping one lines, 2 lines in tight constraints
HVAC	10	Sizing based on building size and materials of construction, Final NFPA determination, air changing specified, heating loads determined, cooling loads determined, draft mechanical rooms identified
Plumbing	30	key plumbing and drainage
Architectural	30	Define architecture theme, prepare rendering, design development is complete
Electrical and misc I&C	10	total HP needs, 1 line diagrams, MCC sizing, and location of major equipment, rough draft instrument device schedule, draft control system block diagrams
P&IDs	60	Completed below the line (process) PID and draft above the line (SCADA, HMI, PLC, power bands)
Sequences of Operation, Control Block Description, Control Description Narrative	10	Number of Narratives given and rough purpose of the equipment
Floor Plans	60	Rough building sizing including electrical needs, cross-section drawings showing major equipment as boxes with elevations, demolition plan, and building heights within the BIM.
Division 1s	10	Draft Division 1s list created and responsibilities assigned
Asset Management	0	-
Cost Estimate	30	Per AACE

TASK SERIES 300 - FINAL DESIGN

The purpose of detailed Design Services is to develop the Construction Contract Documents by which the **CITY** will advertise and select a **CONTRACTOR** to construct the improvements shown on the drawings and specified. Upon receiving approval from the **CITY, DESIGN**

PROFESSIONAL will provide detailed design services and Construction Contract Documents for the recommended improvements identified in the BDM. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL**'s standard formatting for technical specifications and drawings where those do conflict with the **CITY**'s and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the **CITY** at the end of the 60-percent design completion, the 90-percent design completion and final design completion stages. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 60% Design Completion

Drawings and Specifications Development. The submittal will generally include architectural, structural and mechanical floor plans and sections; electrical power plans and one-line diagrams; pre-final P&ID drawings and control system block diagrams; major equipment and Division I specifications; an instrument device schedule; and a preliminary input/output (I/O) list. **DESIGN PROFESSIONAL** will review and coordinate the **CITY**'s front end documents with **DESIGN PROFESSIONAL**'s Division I documents.

Front-End Specifications Review. **DESIGN PROFESSIONAL** will obtain a copy of **CITY**'s most current Division 00 and 01 specifications applicable to Project. These specifications will be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. **DESIGN PROFESSIONAL** will also obtain a copy of the **CITY**'s most current General Conditions and supplemental to be examined for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. Comments will be provided by **DESIGN PROFESSIONAL** for **CITY**'s incorporation, as appropriate, into its front-end specifications.

Construction Constraints and Sequencing Analysis. **DESIGN PROFESSIONAL** will identify construction constraints to be specified in the Construction Contract Documents based on discussions with **CITY** staff regarding restrictions impacting plant operation and other contracts currently underway or planned to be underway.

Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL**'s standard protocol.

Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications before submitting six (6) sets of half-size drawings, one (1) set of full-size drawings, and seven (7) specifications for review. The **CITY**'s review of interim deliverable is anticipated to occur within ten (10) business days immediately following receipt of the interim deliverable.

Conduct Review Meeting. Following a fourteen (14) calendar days review period by **CITY**, **DESIGN PROFESSIONAL** will meet with **CITY** to review the documents and to discuss the **CITY**'s review comments.

Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost. The cost opinion level of accuracy presented by **DESIGN PROFESSIONAL** will be a Class 2 cost opinion in accordance with Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 1SR 97 with regard to methodology and accuracy. The Class 2 estimate is commensurate with development of the design concept to a 30 to 70-percent level; the expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.

DESIGN PROFESSIONAL's opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Phase		60% Design
Discipline	%	Narrative
Process	100	Finalized
Site Civil	80	Draft site plan with rough profile of gravity sewers,
Geotechnical	100	Finalized
Structural	80	Draft Plans and sections completed and structure calcs finished, draft specifications
Mechanical (process piping)	90	Draft Plans and sections completed, draft specs, system curves created
HVAC	70	Draft Plans and sections completed, draft specs
Plumbing	80	Draft Plans and sections completed, draft specs, gravity capacities confirmed
Architectural	70	Demolition plans, draft plans and specs
Electrical and misc I&C	50	draft instrumentation details, updated instrumentation device schedule, rough draft I/O list, detailed control system block diagram
P&IDs	100	Finalize including requirements for control panel
Sequences of Operation, Control Block Description, Control Description Narrative	60	Drafted Sequenced of operations for engineering review
Floor Plans	100	Finalized
Division 1	80	Drafted
Asset Management	10	Asset list finalized
Cost Estimate	60	Per AACE

Task 302 90% Design Completion

Drawings and Specifications Development. **DESIGN PROFESSIONAL** will address the **CITY's** review comments and incorporate them into the 90% complete design documents. The 90% complete design submittal will include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract, and

final installation details. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections.

Permit Acquisition Assistance- Provide in the specifications a list of the permits that must be obtained by the CONTRACTOR. If requested by CITY, **DESIGN PROFESSIONAL** will provide assistance to the CITY in securing a construction permit from MDNR.

Complete QA/QC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.

Revise and Issue Drawing and Specification Sets- Address internal quality control comments incorporating necessary changes to the drawings before submitting six (6) half-size drawing sets, one (1) full-size drawing set, and seven (7) specifications for review. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable.

DESIGN PROFESSIONAL will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY of its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be Class 1 consistent with ACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.

Conduct Review Meeting- Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.

Phase		90%
Discipline	%	Narrative
Process	100	Finalized
Site Civil	100	Finalized site plan and draft details
Geotechnical	100	Finalized
Structural	100	Finalized plans and sections, draft details and specs
Mechanical (process piping)	100	Finalized plans and sections, draft details and specs
HVAC	100	Finalized plans and sections, draft details and specs
Plumbing	100	Finalized plans and sections, draft details and specs
Architectural	100	Finalized plans and sections, draft details and specs
Electrical and misc I&C	85	Draft Control Panel Layouts , draft Instrument installation details, finalized instrument device schedule, updated I/O list, finalized control system block diagrams
P&IDs	100	Finalized above and below the line

Phase		90%
Discipline	%	Narrative
Sequences of Operation, Control Block Description, Control Description Narrative	100	Finalized after a review meeting with operations going through all operational modes, historian settings, limit switches reviewed, and alarms reviewed, HMA adjustable setpoints approved.
Floor Plans	100	Finalized
Division 1	100	drafted and law coordination, drafted substantial completion requirements, draft commissioning requirements, Commissioning Gantt Chart, draft Achievement of Full Operations,
Asset Management	30	Criticality meeting and draft determination and FMEA, and review of wear item locations for maintainability
Cost Estimate	90	Per AACE

Task 303 Final Documents Completion

Drawings and Specifications Finalization- **DESIGN PROFESSIONAL** will meet with **CITY** staff to receive review comments on the 90-percent completion design documents. After addressing review comments received from the **CITY**, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents. **DESIGN PROFESSIONAL** will provide five (5) half-size sets of final drawings along with five (5) specifications to the **CITY**, plus the original signed and sealed documents. Drawings will also be furnished electronically on USB in PDF format. Two (2) copies of the USB will be provided. The **CITY** will reproduce and submit Construction Contract Documents to MDNR for final approval, if required.

Final Opinion of Probable Construction Cost- **DESIGN PROFESSIONAL** will update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the **CITY** on the 90% design submittal.

Phase		100% Final
Discipline	%	Narrative
Process	100	Finalized
Site Civil	100	Finalized spec and details
Geotechnical	100	Finalized
Structural	100	Finalize specs and details
Mechanical (process piping)	100	Finalize specs and details

Phase		100% Final
Discipline	%	Narrative
HVAC	100	Finalize specs and details
Plumbing	100	Finalize specs and details
Architectural	100	Finalize specs and details
Electrical and misc I&C	100	Final control panel layouts, final instrument installation details , final I/O list,
P&IDs	100	Finalized above and below the line
Sequences of Operation, Control Block Description, Control Description Narrative	100	Finalized after review with operations
Floor Plans	100	Finalized
Division 1	100	Finalized and law coordination completed, finalized substantial completion requirements, finalized commissioning requirements, Commissioning Gantt Chart, Finalized Achievement of Full Operations, refine equipment specs with commissioning requirements to handle variations include which error conditions can be safely tested.
Asset Management	100	Finalize Spare Parts list and asset list
Cost Estimate	100	Per AACE

TASK SERIES 400 - BIDDING PHASE

The purpose of Bidding Services is to assist the **CITY** with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) calendar days.

Task 401 Attend Pre-Bid Conference

DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the **CITY**. **DESIGN PROFESSIONAL** will assist the **CITY** as follows:

1. Prepare Pre-Bid Conference Agenda.
2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.
3. Review special project requirements and the Construction Contract Documents in general.
4. Receive requests for interpretations and substitutions, which will be addressed by addendum.

Task 402 Interpret Bidding Documents and Prepare Addenda

DESIGN PROFESSIONAL will assist the **CITY** with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to **CITY** for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by **CITY**.

Task 403 Review and Process Substitutions and Or Equals

DESIGN PROFESSIONAL will review and recommend the acceptance or rejection of material or equipment items submitted by **CONTRACTOR** for substitution or equal to a named item specified in the Construction Contract Documents to the **CITY**. To establish basis for **DESIGN PROFESSIONAL**'s compensation up to three (3) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 404 Submit Engineer's Opinion of Probable Construction Cost

DESIGN PROFESSIONAL will update its Final Class I cost opinion submitted under Task 303 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the **CITY** in a sealed envelope. The level of accuracy presented by **DP** will be the same as that for the final estimate.

Task 405 Review Bids

DESIGN PROFESSIONAL will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the **CITY**, work completed for others, **CONTRACTOR**'s proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. Provide a written recommendation to **CITY** regarding contract award.

Task 406 Prepare Conformed Drawings

DESIGN PROFESSIONAL will incorporate electronically all addenda issued during Bidding Services into the Contract Drawings. **DESIGN PROFESSIONAL** will provide three (3) half-size and two (2) full-size sets of Conformed Drawings to the **CITY**. Drawings will also be furnished electronically on USB in PDF format. Two (2) copies of the USB will be provided.

TASK SERIES 500 - FOLLOW ON PHASES

At the discretion of the Water Services Department, and after completion of this contract/project, the selected **DESIGN PROFESSIONAL** may be requested to provide additional services at the Birmingham Pump Station.

TASK SERIES 600 - SUSTAINABILITY DESIGN

Task 601 Envision™ Credits

The **DP** shall include a summary of the applicable Envision™ credits in the Conceptual Design Technical Memorandum, the Preliminary Design Basis of Design Memorandum, and updated Basis of Design Memorandum. The reported Envision™ credits from the conceptual design, preliminary design, and final design shall be confirmed and updated to meet the Project credit sustainability goals. For ease of reference by the **CITY** and the **DP**, Envision™ credits are broken out into different classes: Foundation Credits, Project Credits, Specialized Credits, and Policy Credits. Policy Credits will not be considered in this Scope of Services.

The **DP** shall first provide an initial score for each of the following Foundation Credits; then, **DP** shall review and confirm the strategies and methodology with which the Envision™ foundation credits can be applied from conceptual design through final design. The Foundation Credit sustainability goal for this Project is 168 points.

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

During the conceptual design phase, the **DP** shall first identify Envision™ credits from the following list of Project Credits to implement on this Project. Throughout the design process, the **DP** shall then review and confirm the strategies and methodologies with which the Envision™ project credits can be applied and met. The **DP** shall select **ONLY** those credits from the list below that are relevant to the Project. The **DP** shall update or assign an initial score for each selected credit. The Project Credit sustainability goal for this Project is 14 points.

- QL2.1 Enhance public health and safety
- QL2.2 Minimize noise and vibration
- QL2.3 Minimize light pollution
- QL3.1 Preserve historic and cultural resources
- QL3.2 Preserve views and local character
- QL3.3 Enhance public space
- LD2.1 Pursue by-product synergy opportunities
- RA1.3 Use recycled materials
- RA1.4 Use regional materials
- RA1.5 Divert waste from landfills
- RA1.6 Reduce excavated materials taken off site
- RA2.1 Reduce energy consumption
- RA2.2 Use renewable energy
- RA2.3 Commission and monitor energy systems
- RA3.2 Reduce potable water consumption
- NW1.7 Preserve Greenfields
- CR2.2 Avoid traps and vulnerabilities

The **DP** shall also identify additional Specialized Credits, if any, from the following list of Envision™ credits to apply to the Project. Throughout the design process, the **DP** shall then review and confirm the strategies and methodologies with which the Envision™ specialized credits can be applied and met. The **DP** shall select ONLY those credits from the list below that are relevant to the Project. The **DP** shall update or assign an initial score for each selected credit.

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

The **DP** shall provide the project sustainability score for each selected credit to the **CITY** prior to the Project Kickoff Meeting and at major milestones including the start of preliminary and final design. The selected Envision™ credit scores shall be included in the Envision reporting Microsoft Excel template “Envision Credits **DP** Tracking_Template.xlsx”, provided by the **CITY**. The **DP** shall provide a brief summary memorandum, describing the credit selection process; the credits NOT selected and reason for not selecting; and additional credits selected for this Project and why these credits will achieve a higher level of sustainability on this Project.

The Envision™ credit support documentation is NOT included in the Basic Scope of Services, but **DP** shall review the Envision™ credit support documentation requirements from the

Envision Guidance Manual. If the **CITY** decides to move forward with Envision™ verification, additional **DP** support services will be provided as Optional Services. However, the **DP** shall be responsible for the Envision™ credit scores reported during this Project. All Envision™ credit scoring shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

Task 602 Envision™ Credits (Envision Meeting)

The **DP** shall provide the initial Envision™ credit scoring to the **CITY** prior to the Project Envision Meeting for purposes of discussion with the project team. The **DP** shall make any modification to the selected Envision™ credits and scoring during the Envision Meeting. Following the Project Envision Meeting, the **DP** shall provide the final list of selected Envision™ credits and current project score by credit in the template format as provided by the **CITY**. The **CITY** will review and approve the final selection. The **DP** will then document the final selection, including the selection process, documentation requirements and potential strategies/metrics for meeting each identified credit in the Summary Document (to be included as part of the Conceptual Design Technical Memorandum and the Preliminary Design Basis of Design Memorandum). The final approved Envision™ credits will be required in project reporting for sustainability on this Project as defined in Task 303.

Task 603 Envision™ Reporting

Using the Envision™ rating system as the metric for scoring project sustainability, **DP** shall report project sustainability updates in each Design Professional Services (**DPS**) monthly Project Status Report (PSR) and at the completion of conceptual design, preliminary design and detailed design (i.e. 10% Design, 30% Design, and 100% Design). **DP** shall use Microsoft Excel template “Envision Credits **DP** Tracking_Template.xlsx” to update project sustainability scores for each PSR and at each design set submittal. The sustainability report shall include key milestones, decisions made and by whom, assumptions made and by whom, planned progress for the coming months, key decisions to be made in the coming months including whom and when. **DP** shall use Microsoft Excel template “Envision Credits **DP** Tracking_Template.xlsx” to update project sustainability scores for each PSR and at the completion of each stage of detailed design (i.e. 60% Design, 90% Design, and 100% Design). **DP** shall provide a digital file of the updated Excel table as well as a PDF of the summary Envision Credit Report to the **CITY**, accompanying the hard copy of the PSR.

Submittal of Envision™ verification documentation as required for Envision™ certification is not included in this Basic Scope of Services and will be performed as Optional Services at the request of the **CITY**.

IV. OPTIONAL SERVICES

Any work requested by the **CITY** that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. **DP**'s contract maximum upper limit for compensation includes a total allowance amount of \$30,000.00 for Optional Services not yet authorized by **CITY** that may be required throughout the course of the WORK. This allowance amount shall not be utilized by **DP** unless specifically authorized in writing by the **CITY** to perform Optional Services. Optional Services will not be performed, nor is the **DP** approved to

utilize any of the allowance amount, unless the **CITY** provides written authorization to **DP** that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- C. Special Consultants or independent professional associates requested or authorized by **CITY**.
- D. Tagging of existing assets not modifying by this project at the Birmingham Pump Station.
- E. The selected firm will provide, if engage under additional services, Startup and Commissioning assistance such as post final operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS) using WSD's format, collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- F. Creation of Autocad or BIM as-builts in a GIS based platform.
- G. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- H. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by **CITY** beyond those testing activities identified in the Basic Services.
- I. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the **CONTRACTOR**; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the **CONTRACTOR**.
- J. Special reports requested by **CITY** concerning facilities operation and personnel matters during the operation startup period.
- K. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, documents or designs; or are required by any other causes beyond **DESIGN PROFESSIONAL's** control.
- L. Evaluation of unusually complex or unreasonably numerous claims submitted by the **CONTRACTOR** or others in connection with the Work.

- M. Acceleration of the progress schedule involving services beyond normal working hours
- N. Further development and verification of Envision™ credits through conceptual to final design.
- O. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- P. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- Q. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- R. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- S. Assisting CITY with appraisal and/or acquisition of additional easements.
- T. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- U. Assistance with bid protests and re-bidding.
- V. Providing construction phase services.
- W. Assisting CITY with seeking Envision™ certification.
- X. Special inspections as dictated by any adopted building code or amendment thereto of the CITY of Kansas CITY, Missouri.
- Y. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- Z. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Method of financing or availability of funding;
- AA. Additional work necessary for WWTD to fulfill its commitments.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. *Provide* said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.

- C. **CITY's** Project Manager will coordinate meetings between **CITY** staff and the **DP**.
- D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by **DP**.
- E. Obtain property title searches and title reports, and purchasing property if needed for construction of new facilities.
- F. Provide **DP** with private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. **CITY** will provide the following bidding phase services:
 - 1. Prepare agenda and conduct the pre-bid conference.
 - 2. Advertise project Construction Contract Documents, including addenda.
 - 3. Prepare Bid Tabulation. Provide copies of bids to **DP** for evaluation.
 - 4. The **CITY** will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. **CITY** shall pay for all permit fees.

(End of Scope of Services)

**ATTACHMENT C - ENGINEERING FEE SUMMARY AND SCHEDULE OF
POSITION CLASSIFICATIONS**

Lion CSG
10060 NW Prairie View Road
Kansas City, Missouri 64153

Client: Water Services Department
City of Kansas City, Missouri

Project: 81000928 Birmingham Pump Station Screen Replacement

Total Proposed Fee:	\$298,623.00
Expenses:	\$132,863.00
Optional Services:	\$30,000.00
TOTAL:	<u>\$328,623.00</u>

Task Series 100 - Project Management and Administration

Task 101 - Project Management Services

	Firm	Manhours	Hourly Rate	Total Cost
Project Manager	Lion CSG	80	\$130.00	\$10,400.00
MEP - Principal	Premier	44	135.00	5,940.00
T&B - Principal	T&B	2	264.00	528.00
				<u>\$16,868.00</u>

Task 102 - Monthly Invoicing and Project Status Reports

		Manhours	Hourly Rate	Total Cost
Project Manager	Lion CSG	30	\$130.00	\$3,900.00
Electrical Engineer	Premier	15	125.00	1,875.00
Mechanical Engineer	Premier	15	130.00	1,950.00
Structural Engineer	T&B	7	159.00	1,113.00
				<u>\$8,838.00</u>

Task 103 - Subconsultant Agreements and Administration

		Manhours	Hourly Rate	Total Cost
Project Manager	Lion CSG	10	\$130.00	\$1,300.00
MEP - Principal	Premier	4	135.00	540.00
Structural Engineer	T&B	1	159.00	159.00
				<u>\$1,999.00</u>

Task 104 - Quality Control

		Manhours	Hourly Rate	Total Cost
Project Manager	Lion CSG	40	\$130.00	\$5,200.00
Quality Control Manage	T&B	100	174.00	17,400.00

MEP - Principal	Premier	24	135.00	3,240.00
Electrical Engineer	Premier	4	125.00	500.00
Mechanical Engineer	Premier	4	130.00	520.00
Structural Engineer	T&B	2	159.00	318.00
				\$27,178.00

Task 105 - Project Kickoff Meeting

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Project Manager	Lion CSG	16	\$130.00	\$2,080.00
Electrical Engineer	Premier	4	125.00	500.00
Mechanical Engineer	Premier	4	130.00	520.00
Structural Engineer	T&B	2	159.00	318.00
				\$3,418.00

Task 106 - Work Plan

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Project Manager	Lion CSG	20	\$130.00	\$2,600.00
MEP - Principal	Premier	4	135.00	540.00
Structural Engineer	T&B	2	159.00	318.00
				\$3,458.00

Task 107 - Progress Meetings

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Project Manager	Lion CSG	30	\$130.00	\$3,900.00
Electrical Engineer	Premier	15	125.00	1,875.00
Mechanical Engineer	Premier	15	130.00	1,950.00
Structural Engineer	T&B	7	159.00	1,113.00
				\$8,838.00

Subtotal for Task Series 100 - \$70,597.00

Task Series 200 - Preliminary Design

Task 201 - Field Investigation and Assessment of Birmingham Pump Station

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	7	\$130.00	\$910.00
Project Engineer	Lion CSG	7	130.00	910.00
Project Designer	Lion CSG	7	82.00	574.00
Electrical Engineer	Premier	7	125.00	875.00
Mechanical Engineer	Premier	7	130.00	910.00
Structural Engineer	T&B	4	159.00	636.00
Project Engineer	T&B	4	104.00	416.00
				\$5,231.00

Task 202 - Screen and Grit Study

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	80	\$130.00	\$10,400.00
Project Engineer	Lion CSG	4	130.00	520.00
Project Designer	Lion CSG	20	82.00	1,640.00
				<u>\$12,560.00</u>

Task 203 - Alternatives Analyses

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	100	\$130.00	\$13,000.00
Project Engineer	Lion CSG	4	130.00	520.00
Geotechnical Engineer	Lion CSG	4	130.00	520.00
Project Designer	Lion CSG	20	82.00	1,640.00
				<u>\$15,680.00</u>

Task 204 - Basis of Design Memorandum - including our portion of 30% cost estimate

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	260	\$130.00	\$33,800.00
Project Engineer	Lion CSG	40	130.00	5,200.00
Electrical Engineer	Premier	24	125.00	3,000.00
Mechanical Engineer	Premier	20	130.00	2,600.00
Structural Engineer	T&B	12	159.00	1,908.00
Project Engineer	T&B	12	104.00	1,248.00
Project Designer	Lion CSG	80	82.00	6,560.00
CAD Technician	Premier	16	82.00	1,312.00
				<u>\$55,628.00</u>

Subtotal for Task Series 200 - \$89,099.00

Task Series 300 - Final Design**Task 301 - 60% Design Completion - specifications, drawings and 60% estimate**

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	100	\$130.00	\$13,000.00
Project Engineer	Lion CSG	40	130.00	5,200.00
Electrical Engineer	Premier	48	125.00	6,000.00
Mechanical Engineer	Premier	50	130.00	6,500.00
Structural Engineer	T&B	16	159.00	2,544.00
Project Engineer	T&B	20	104.00	2,080.00
Project Designer	Lion CSG	80	82.00	6,560.00
CAD Technician	Premier	52	82.00	4,264.00
CAD Technician	T&B	16	90.00	1,440.00
				<u>\$47,588.00</u>

Task 302 - 90% Design Completion - specifications, drawings and 90% estimate

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	60	\$130.00	\$7,800.00
Project Engineer	Lion CSG	20	130.00	2,600.00
Electrical Engineer	Premier	18	125.00	2,250.00
Mechanical Engineer	Premier	20	130.00	2,600.00
Structural Engineer	T&B	9	159.00	1,431.00
Project Engineer	T&B	10	104.00	1,040.00
Project Designer	Lion CSG	40	82.00	3,280.00
CAD Technician	Premier	28	82.00	2,296.00
CAD Technician	T&B	8	90.00	720.00
				\$24,017.00

Task 303 - Final Documents Completion - specifications, drawings and 100% estimate

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	40	\$130.00	\$5,200.00
Project Engineer	Lion CSG	20	130.00	2,600.00
Electrical Engineer	Premier	16	125.00	2,000.00
Mechanical Engineer	Premier	16	130.00	2,080.00
Structural Engineer	T&B	9	159.00	1,431.00
Project Engineer	T&B	10	104.00	1,040.00
Project Designer	Lion CSG	20	82.00	1,640.00
CAD Technician	Premier	8	82.00	656.00
CAD Technician	T&B	8	90.00	720.00
				\$17,367.00

Subtotal for Task Series 300 - \$88,972.00

Task Series 400 - Bidding Phase**Task 401 - Attend Pre-Bid Conference**

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	4	\$130.00	\$520.00
Electrical Engineer	Premier	4	125.00	500.00
Mechanical Engineer	Premier	4	130.00	520.00
Structural Engineer	T&B	4	159.00	636.00
				\$2,176.00

Task 402 - Interpret Bidding Documents and Prepare Addenda

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	8	\$130.00	\$1,040.00
Electrical Engineer	Premier	8	125.00	1,000.00
Mechanical Engineer	Premier	8	130.00	1,040.00
Structural Engineer	T&B	4	159.00	636.00
Project Designer	Lion CSG	8	82.00	656.00
CAD Technician	Premier	8	82.00	656.00

CAD Technician	T&B	4	90.00	<u>360.00</u>
				\$5,388.00

Task 403 - Review and Process Proposed Substitutions and/or Equals (up to 3)

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	16	\$130.00	\$2,080.00
Electrical Engineer	Premier	6	125.00	750.00
Mechanical Engineer	Premier	6	130.00	780.00
Structural Engineer	T&B	4	159.00	<u>636.00</u>
				\$4,246.00

Task 404 - Submit Engineer's Opinion of Probable Construction Cost

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	8	\$130.00	\$1,040.00
Electrical Engineer	Premier	4	125.00	500.00
Mechanical Engineer	Premier	4	130.00	520.00
Structural Engineer	T&B	1	159.00	<u>159.00</u>
				\$2,219.00

Task 405 - Review Bids

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	8	\$130.00	\$1,040.00
Electrical Engineer	Premier	8	125.00	1,000.00
Mechanical Engineer	Premier	8	130.00	<u>1,040.00</u>
				\$3,080.00

Task 406 - Prepare Conformed Drawings

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Process Engineer	Lion CSG	4	\$130.00	\$520.00
Electrical Engineer	Premier	8	125.00	1,000.00
Mechanical Engineer	Premier	6	130.00	780.00
Structural Engineer	T&B	2	159.00	318.00
Project Designer	Lion CSG	20	82.00	1,640.00
CAD Technician	Premier	8	82.00	656.00
CAD Technician	T&B	4	90.00	<u>360.00</u>
				\$5,274.00

Subtotal for Task Series 400 - \$22,383.00

Task Series 600 - Sustainability Design

Task 601 - Envision Credits

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Sustainability Manager	T&B	78	\$104.00	\$8,112.00
Process Engineer	Lion CSG	12	130.00	1,560.00

Electrical Engineer	Premier	12	125.00	1,500.00
Mechanical Engineer	Premier	12	130.00	1,560.00
Structural Engineer	T&B	2	159.00	318.00
				<u>13,050.00</u>

Task 602 - Envision Credits Meeting

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Sustainability Manager	T&B	18	\$104.00	\$1,872.00
Process Engineer	Lion CSG	5	130.00	650.00
Electrical Engineer	Premier	5	125.00	625.00
Mechanical Engineer	Premier	5	130.00	650.00
Structural Engineer	T&B	5	159.00	795.00
				<u>4,592.00</u>

Task 603 - Envision Reporting

		<u>Manhours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
Sustainability Manager	T&B	48	\$104.00	\$4,992.00
Process Engineer	Lion CSG	12	130.00	1,560.00
Electrical Engineer	Premier	12	125.00	1,500.00
Mechanical Engineer	Premier	12	130.00	1,560.00
Structural Engineer	T&B	2	159.00	318.00
				<u>9,930.00</u>

Subtotal for Task Series 600 - \$27,572.00

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

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
COUNTY OF Jackson) ss

On this _____ day of August, 2020, before me appeared Nicole Young, 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:

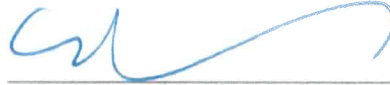
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Principal (title) of Lion CSG LLC (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf 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.



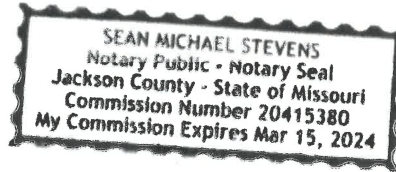
Affiant's signature

Subscribed and sworn to before me this 6 day of August, 2020.



Notary Public

My Commission expires: 03-15-2024



**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 Lion CSG (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.

Company ID Number: 727078

Approved by:

Employer Lion CSG	
Name (Please Type or Print) Nicole A Young	Title
Signature Electronically Signed	Date 11/13/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/13/2013

ATTACHMENT F

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Ken Diehl - Premier Email: kdiehl@preengcon.com	Address: 7427 Troost Ave, Kansas City, MO 64131 Phone: 816-444-4137 Fax:
2.	Name: Mason Mohseni - Taliaferro & Browne Email: mmohseni@tb-engr.com	Address: 1020 East 8th Street, Kansas City, MO 64106 Phone: 816-283-3456 Fax:
3.	Name: Email:	Address: Phone: Fax:
4.	Name: Email:	Address: Phone: Fax:
5.	Name: Email:	Address: Phone: Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name:	Lion CSG LLC
Submitted By:	Nicole Young
Title:	Principal
Telephone No.:	816-368-8114
Fax No.:	
E-mail:	Nicole.Young@LionCSG.com
Date:	July 21, 2020



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

ATTACHMENT G

Project Number _____
Contract Number _____
Project Title _____

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

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
Unauthorized 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. 1588 PROJECT NO. 81000928
BIRMINGHAM PUMP STATION SCRREN REPLACEMENT
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Lion CSG, LLC (Design Professional). The parties amend the Agreement entered into on September 3, 2020, as follows:

WHEREAS, City has previously entered into a contract dated September 3, 2020 in the amount of \$328,623.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$603,143.68, to amend the total contract amount to \$931,766.68; and

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

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

- A. Add the following attachments:
 - a. Attachment A-1, Scope of Services for Amendment No. 1.
 - b. Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.
- B. Delete and replace the following section(s):
 - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is **\$931,766.68** 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 an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-1**.

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

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.

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

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)