

**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NO. 80001878, CONTRACT NO. 9096
WATER MAIN REPLACEMENT PROJECTS IN FY 16**

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

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Burns & McDonnell Engineering Company, Inc., a Missouri corporation (“Design Professional”). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

The project consists of design professional services for water main replacements and other water distribution system improvements in FY16 within the project limits of Highland Avenue to Hillcrest Road, E 79th Street to E 100th Terrace, as further specified by City.

The Design Professional Scope of Services may include construction phase services.

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. Specific requirements for drawings and specifications are included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. 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 \$560,000.00, as follows:

1. \$379,620.00, for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$128,436.00. The following are reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, reproduction of deliverables, and local transportation.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of fifty one thousand nine hundred forty four dollars (\$51,944.00) 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 may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
 7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.
- B. Method of Payment.
- Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Terry Leeds, Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0528

Facsimile: (816) 513-0288

E-mail address: terry.leeds@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.

Jeffrey W. Heidrick, P.E.

9400 Ward Parkway

Kansas City, MO 64114

Phone: (816) 349-6769

Facsimile: (816) 822-3414

E-mail address: jheidrick@burnsmcd.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G– Non-Construction Subcontractors Listing

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

Sec. 11. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

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

ATTACHMENT A SCOPE OF SERVICES

Owner: City of Kansas City, Missouri, Water Services Department
Design Professional: Burns & McDonnell Engineering Company, Inc.
Project Title: Water Main Replacements in FY16 in the area of Highland Avenue to Hillcrest Road, E 79th Street to E 100th Terrace
WSD Contract No.: 80001878
WSD Project No.: 9096

PROJECT DESCRIPTION

The following Scope of Services describes the Design Professional's services associated with the Project. These services shall be completed within 240 calendar days after the Notice to Proceed.

The Project in general consists of replacing certain break-prone or obsolete water mains and appurtenances and providing other distribution system improvements within the project limits, generally defined as Highland Avenue to Hillcrest Road, E 79th Street to E 100th Terrace. The specific mains to be replaced and other distribution system improvements within the project limits consist of the following:

1. Highland Avenue – 82nd Street to 86th Street
2. Park Avenue – 83rd Terrace to 84th Street
3. 84th Street – Park Avenue to Wabash Avenue
4. Olive Avenue – 84th Street to 85th Street
5. Wabash Avenue – 83rd Terrace to 85th Street
6. 85th Street – Prospect Avenue to Hickman Mills Drive
7. Hickman Mills Drive – 83rd Street to 85th Street
8. 81st Street – Woodland Avenue to Olive Street
9. Prospect Avenue – 80th Street to 81st Street
10. Montgall Avenue – 79th Street to 80th Street
11. Chestnut Avenue – 80th Street to 81st Street
12. Grandview Road – 93rd Street to 94th Street
13. Indiana Avenue – 91st Street to 93rd Street
14. Bales Avenue – one block section between 93rd Street and 95th Street
15. Grandview Road – 98th Terrace to 100th Terrace
16. Hickman Mills Road – a section between approximately 91st Street and 93rd Street
17. 100th Terrace – Hardesty Avenue to Hillcrest Road

The Design Professional's Scope of Services for this Project includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

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

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

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

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

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

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

TASK SERIES 100 - PROJECT ADMINISTRATION

100. Conduct Project Administration Services. Design Professional will provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the City; consultation with the City’s staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Design Professional shall prepare and distribute minutes of plan review meetings with the City with action items.

101. Monthly Project Status Reports. Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of WSD for

an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.

- 102. Initial Project Meeting.** Design Professional will conduct an initial project meeting to clarify the Water Services Department's intended scope of work, schedule, budget requirements, and other special requirements for the Project; to review pertinent available data and to present Design Professional's draft work plan and work schedule to confirm they meet the City's expectations. Following the initial project meeting, Design Professional shall submit to the Water Services Department for approval its work plan and work schedule for the Project, providing for completion within the term of the Contract. Design Professional shall make modifications to the work plan and work schedule as necessary to obtain City approval.

TASK SERIES 200 - PRELIMINARY DESIGN

- 200. Conduct Field and Record Investigations and Pipeline Route Surveys.** Design Professional shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:
- A. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the City electronic copies of the photos taken.
 - B. Locate and obtain copies of as-constructed drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the City one copy of the water main as-constructed drawings for all project sites. Design professional should review the necessity and size for replacement.
 - C. Utility Coordination - Before alignments have been set, contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City's utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the City copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Design Professional. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the 30% alignment drawings.
 - D. Pipeline Route Surveys and Rights-of-Way

- a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface information along possible new main alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances. Use Water Services standard legend.
 - iv. Provide subsurface utility information along the possible new main alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.
 - v. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignments, to provide information to evaluate and adjust City's surface elevation contours for project site conditions.
 - b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.
- E. Obtain City's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

201. Preliminary Layout Drawing Review.

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

202. Prepare Preliminary Construction Drawings.

- A. Design Professional shall prepare preliminary (60 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at <https://www.kcwaterservices.org/customer-service/resources/>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations.
- B. The preliminary drawings shall include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.
- C. The preliminary drawings shall include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Perform site inspection to ensure all necessary transfers are included on the drawings, and that the transfers will comply fully with the Rules and Regulations for Water Service Lines available at: <https://www.kcwaterservices.org/customer-service/resources/>

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

- A. Design Professional shall submit three copies of the drawings (60 percent complete) to Water Services Department for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15. Design Professional shall meet with Water Services Department staff to review the project progress and receive their review comments.
- B. Design Professional shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.

- C. Utility Coordination - Public Notice #3 should be sent out with a copy of the 60% set of plans to all utilities that have conflicts and to those that have not responded. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the 90% Construction Drawings.

204. Preliminary Opinion of Probable Construction Cost. Design Professional will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the City. Preliminary opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with city requirements.

TASK 300 - FINAL DESIGN

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

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

A. Design Professional will perform an internal quality control review on the drawings and then submit three copies to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. Design Professional shall meet with Water Services Department staff to review project progress and receive review comments on the final drawings.

B. Design Professional shall submit copies of drawings (90 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.

C. Utility Coordination- Public Notice 4 (Final Notice) should be sent to all utilities with a copy of the 90% drawings. All contact with the utilities should be documented and submitted to WSD with the Final Construction Drawings.

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

- A. Prepare legal descriptions for temporary and permanent water main easements. Easement legal descriptions shall be prepared using State Plane Coordinates, “Missouri Coordinate System of 1983, West Zone” in accordance with applicable Missouri standards of practice and easement recording requirements. City to acquire and provide to the Design Professional the ownership and encumbrance reports for preparation of the easement documents, if not already acquired by the Design Professional for the road improvement projects.
- B. Prepare easement exhibits in accordance with applicable Missouri standards of practice and easement recording requirements.
- C. Include water main easements on the overall project’s Easement/Row plan sheets.

Design Professional shall submit preliminary easement legal descriptions and exhibits to internal quality control and assurance procedures to detect potential errors, including but not limited to, checking proposed easement closure. Design Professional shall provide preliminary legal descriptions and exhibits to City for review and comment. Design Professional shall provide the services of a professional land surveyor, licensed in the State of Missouri, to seal the final easement legal descriptions and exhibits after corrections have been made.

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

A. Design Professional shall provide Water Services Department:

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

304. Prepare Final Opinion of Probable Cost. Design Professional will prepare a final opinion of probable construction cost for the Project and submit it to the Water Services Department. Final opinion of probable construction cost will include a break-down of

work that could be subcontracted to MBE or WBE firms in accordance with City requirements.

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

TASK SERIES 400 – OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$51,944.00 for Optional Services not yet authorized by CITY that may be required during the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in writing by the CITY to perform Optional Services. Optional services will not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

END OF ATTACHMENT A

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

ATTACHMENT C

**COMPENSATION SCHEDULE
(Effective Through 12/31/15)**

| <u>Position Classification</u> | <u>Classification Level</u> | <u>Hourly Compensation Range</u> |
|---|--|---|
| General Office* | 5 | \$7.00 - \$30.00 |
| Technician* | 6 | \$10.00 - \$35.00 |
| Assistant* | 7 | \$12.00 - \$45.00 |
| | 8 | \$15.00 - \$50.00 |
| | 9 | \$18.00 - \$60.00 |
| Staff | 10 | \$22.00 - \$65.00 |
| | 11 | \$25.00 - \$70.00 |
| Senior | 12 | \$30.00 - \$75.00 |
| | 13 | \$35.00 - \$85.00 |
| Associate | 14 | \$40.00 - \$95.00 |
| | 15 | \$50.00 - \$105.00 |
| | 16 | \$55.00 - \$115.00 |
| | 17 | \$65.00 - \$125.00 |

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$265 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency personnel will be billed to the City as if they were direct employees of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2015 and subject to revision thereafter.



Kansas City, Missouri Water Services Department
Fee Breakdown for WSD
Water Main Replacement Project - FY16
Highland to Hillcrest, 79th to 100th
30-Jun-15

| Task No. | Task Description | Labor | | | | | | | | | | | TOTAL | | | | |
|--------------------------|--|-----------------|------------------|-------------------|--------------------------------|------------------|-------------|-----------------------|------|--|--|----|-------|--|--|--|--------------|
| | | Project Manager | Senior Engineers | Project Engineers | Senior Engineer - QA/QC Review | Senior Detailers | Detailers | Department Assistants | Rate | | | | | | | | |
| 100 | Conduct Project Administration Services | 180 | | | | | | | | | | | | | | | |
| 101 | Monthly Project Status Reports | 56 | | | | | | | | | | 24 | | | | | 204 |
| 102 | Initial Project Meeting | 12 | 8 | 4 | | | | | | | | | | | | | 56 |
| 200 | Conduct Field and Record Investigations and Pipeline Route Surveys | 24 | 64 | 80 | | | | | | | | | | | | | 24 |
| 201 | Preliminary Layout Drawing Review | 40 | 80 | 64 | 8 | | | | | | | | | | | | 168 |
| 202 | Prepare Preliminary Construction Drawings (60%) | 48 | 160 | 120 | 24 | | | | | | | | | | | | 392 |
| 203 | Submit 60% Completion - Drawings with Review Meeting | 16 | 24 | 40 | 24 | | | | | | | | | | | | 688 |
| 204 | Preliminary Opinion of Probable Construction Cost | 8 | 32 | 40 | 40 | | | | | | | | | | | | 104 |
| 300 | Prepare 90% Construction Drawings | 40 | 64 | 72 | 60 | | | | | | | | | | | | 80 |
| 301 | Submit 90% Completion - Drawings with Review Meeting | 16 | 24 | 40 | 80 | | | | | | | | | | | | 356 |
| 302 | Prepare Easement Legal Descriptions and Exhibits | 4 | 8 | | | | | | | | | | | | | | 160 |
| 303 | Finalize Drawings for Bidding | 16 | 32 | 40 | 40 | | | | | | | | | | | | 12 |
| 304 | Prepare Final Opinion of Probable Cost | 8 | 24 | 32 | | | | | | | | | | | | | 208 |
| 305 | Prepare SWPPP | 8 | 24 | 40 | | | | | | | | | | | | | 64 |
| 306 | Provide Project Data for Asset Management | 4 | 24 | 40 | | | | | | | | | | | | | 72 |
| Total Labor Hours | | 480 | 568 | 612 | 112 | 300 | 560 | 560 | | | | 24 | | | | | 2656 |
| Total Labor Fee | | \$98,400.00 | \$102,240.00 | \$79,560.00 | \$24,080.00 | \$37,500.00 | \$36,400.00 | \$1,440.00 | | | | | | | | | \$379,620.00 |

EXPENSES

| | |
|---|---------------------|
| Sub Expenses: Survey, Utility Coordination/Site Review, and General Expenses: Reproduction and Local Transportation | \$128,436.00 |
| Total Expenses | \$128,436.00 |
| Total Labor | \$379,620.00 |
| FEE w/o Optional Services | \$508,056.00 |
| Optional Services | \$51,944.00 |
| TOTAL FEE with Optional Services | \$560,000.00 |

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
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 80001878
Project Title: Water Main Replacement in the area of Highland Ave to Hillcrest Rd, E 79th St to
E 100th Ter
Water Services Department

Burns & McDonnell Engineering Company, Inc.

(Bidder/Proposer)

STATE OF Missouri)

) ss

COUNTY OF Jackson)

I, Ron Coker, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 9 % MBE and 5 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 9 % MBE 5 % WBE

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

| Name of MBE Firm | Supplier/Broker/Contractor | Subcontract Amount* | Weighted Value** | % of Total Contract |
|--------------------------------------|----------------------------|---------------------|------------------|---------------------|
| <u>Taliaferro & Browne, Inc.</u> | <u>Contractor</u> | <u>\$45,725.04</u> | <u>100%</u> | <u>9 %</u> |
| TOTAL MBE \$ / TOTAL MBE %: | | <u>\$45,725.04</u> | | <u>9 %</u> |

WBE FIRMS:

| Name of WBE Firm | Supplier/Broker/Contractor | Subcontract Amount* | Weighted Value** | % of Total Contract |
|------------------------------------|----------------------------|---------------------|------------------|---------------------|
| <u>TREKK Design Group, Inc.</u> | <u>Contractor</u> | <u>\$25,402.80</u> | <u>100%</u> | <u>5 %</u> |
| TOTAL WBE \$ / TOTAL WBE %: | | <u>\$25,402.80</u> | | <u>5 %</u> |

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

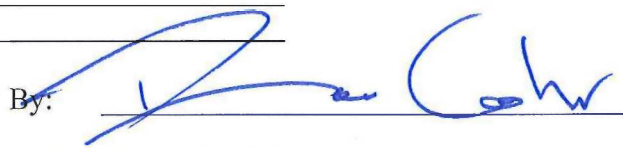
**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE

Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jeffrey W. Heidrick, P.E.
Address: 9400 Ward Parkway, Kansas City, MO 64114
Phone Number: (816) 349-6769
Facsimile number: (816) 822-3414
E-mail Address: jheidrick@burnsmcd.com

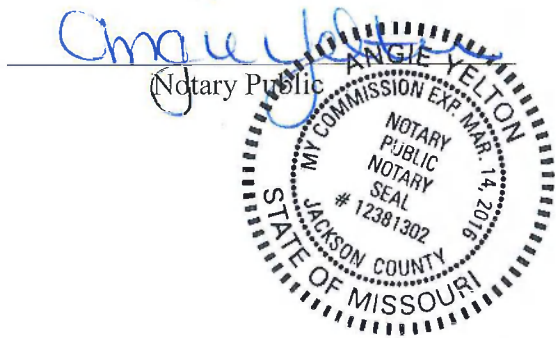
By: 

Title: Senior Vice President

Date: July 10, 2015
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 10th day of July, 2015

My Commission Expires: 3-14-16





LETTER OF INTENT TO SUBCONTRACT

Project Number: 80001878

Project Title: Water Main Replacement in the area of Highland Avenue to Hillcrest Road, E 79th Street to E 100th Terrace

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

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

Provide design surveying services including, but not limited to, survey of approximately 23,415 linear feet along existing waterline corridors from Right of Way to Right of Way; establishing existing Right of Way; coordination of utility locates with Missouri One-Call; location of visible existing utilities and utilities located by Missouri One-Call.

for an estimated amount of \$ _____ or 9 % of the total estimated contract value.

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

Signature: Prime Contractor

Ron Coker, P.E.
Print Name

Senior Vice President
Title 7-10-15
Date

Signature: M/W/DBE Subcontractor

HAGOS E. ANDEBRHAN
Print Name

CEO
Title 07/06/2015
Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 80001878

Project Title: Water Main Replacement in the area of Highland Avenue to Hillcrest Road, E 79th Street to E 100th Terrace

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

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

Provide preliminary engineering design services including, but not limited to, field review, utility coordination and obtaining maps, and development of a preliminary design memo and photo log of the project area.

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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

Signature: Prime Contractor

Ron Coker, P.E.
Print Name

Senior Vice President
Title Date



Signature: M/W/DBE Subcontractor

Kimberly Robinett
Print Name

Managing Member 7/2/15
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Ron Coker, acting in my capacity as Senior Vice President
(Name) (Position with Firm)
of Burns & McDonnell Engineering Company, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

| | | | | | |
|---------|------------|------------------|-----|----------|-----|
| 15 days | ___ | 75 days | ___ | 135 days | ___ |
| 30 days | ___ | 90 days | ___ | 150 days | ___ |
| 45 days | ___ | 105 days | ___ | 165 days | ___ |
| 60 days | ___ | 120 days | ___ | 180 days | ___ |
| Other | <u>240</u> | <i>(Specify)</i> | | | |

Throughout _____ Beginning 1/3 X

Middle 1/3 X Final 1/3 _____

Beginning 1/3 35 % Middle 1/3 65 % Final 1/3 _____ %

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

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


(Signature)

Senior Vice President
(Position with Firm)

July 10, 2015
(Date)

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 5th day of November, 2014, before me appeared Kathy Newman, 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 HRIS Manager (title) of Burns & McDonnell Engineering (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.

Kathleen Newma

Affiant's signature

Subscribed and sworn to before me this 5th day of November, 20 14.

Loures Weise

Notary Public

My Commission expires: February 28, 2016



ATTACHMENT G

Non-Construction Subcontractors Listing

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

| | Company Name Contact Name and Email | Address Phone No. and Fax No. |
|-----|--|---|
| 1. | Name: <u>Taliaferro & Browne, Inc., Leonard Graham,</u> <u>P.E.</u> Email: <u>LGraham@tb-engr.com</u> | Address: <u>1020 East 8th Street, Kansas City, MO 64106</u> Phone: <u>816-283-3456</u> Fax: <u>816-283-0810</u> |
| 2. | Name: <u>Trekk Design Group, LLC, Trent Robinett,</u> <u>P.E.</u> Email: <u>trobinett@trekkdesigngroup.com</u> | Address: <u>1441 E. 104th St. Suite 105 Kansas City, MO 64131</u> Phone: <u>913-488-4868</u> Fax: <u>913-874-4675</u> |
| 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: Burns & McDonnell Engineering Company, Inc.
 Submitted By: Jeffrey W. Heidrick, P.E.
 Title: Project Manager
 Telephone No.: (816) 349-6769
 Fax No.: (816) 822-3414
 E-mail: jheidrick@burnsmcd.com
 Date: July 2, 2015

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 provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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