

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 9138 PROJECT NO. 80001922

**LIME UNLOADING AND CONVEYANCE SYSTEM
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and CDM Smith, Inc. (Design Professional). The parties amend the Agreement entered into on August 10, 2016, as follows:

WHEREAS, City has previously entered into a contract dated August 10, 2016 in the amount of \$600,000.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$126,676.00, to amend the total contract amount to \$726,676.00; 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. Under Attachment 1, Scope of Services, add Attachment 1-1, Additional Scope of Services;
- b. Under Attachment 2, Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges, add Attachment 2-1, Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges

B. Delete and replace the following section:

- a. Delete Sec. 4, Compensation and Reimburseables, and replace with the following Sec. 4, Compensation and Reimburseables;

Sec. 1. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$726,676.00, 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 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 2 and 2-1**.
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 \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments 2 and 2-1**. 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.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments 1 and 1-1** 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 **Attachments 1 and 1-1**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of offset until such time as the exact amount of damages due City from Design Professional may be determined.

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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)

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 80001922 – CONTRACT #9138

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: Project Management, analysis, design, and bidding of the Lime Unloading System Project at the Water Treatment Plant.

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 1**
- 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 4**.
- 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 \$ 600,000.00 as follows:
1. \$ 402,040.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 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 \$157,620.00. The following are the reimbursable expenses that City has approved: Subcontractor costs, delivered copies, travel to the job site.
 4. Design Professional's maximum amount shown in Section 4, Compensation Reimbursables, includes a total allowance amount of \$ 40,340.00 for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the Scope of Work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 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. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 7. Design Professional's Engineering Fee Summary is contained in Attachment 2 and represents the basis for the maximum amount that the City shall pay Design Professional under this agreement.
- B. Method of Payment. Design Professional shall invoice City monthly setting forth total effort expended on an hourly basis for all performed work and all actually 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 1 and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design professional shall also submit a monthly project status report with each monthly invoice containing the information defined in Attachment 1. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Terry Leeds, Director:

Address: 4800 East 63rd Street,

Kansas City, MO 64130

Phone: (816) 513-0528

Facsimile: (816) 513-0288

E-mail address: Terry.Leeds@kcmo.org

Design Professional:

CDM Smith, Inc.

Contact: Mike Odrowski, PE

Address: 9200 Ward Parkway, Suite 500

Kansas City, Missouri 64114

Phone: (816) 412 - 3107

Facsimile: (816) 412 - 8232

Design Prof. Service Agreement Part I 102014

E-mail address: odrowskiml@cdmsmith.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.

Section 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.

Sect 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment 3**, 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 1: Scope of Services**
- Attachment 2: Design Professional Engineering Fee Summary and Schedule of Position Classifications and Salary Ranges**
- Attachment 3: Licensed Geographical Information System**
- Attachment 4: Electronic Format Requirements**
- Attachment 5: HRD Documents**
- Attachment 6: Employee Eligibility Verification Affidavit**

Attachment 7: Non-Construction Subcontractors List

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 7.

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 5. 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: 7/6/2016

By: Michael Odrowski
Name: Michael Odrowski
Title: Client service Leader

KANSAS CITY, MISSOURI

Date: 8/7/16

By: Taylor
Name: Terry Leeds
Title: Director, Water Services

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.

For One M. Keyes 8-10-16
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

ATTACHMENT 1

Scope of Services

General Project Description

The Kansas City Missouri Water Services Department (City) will contract with CDM Smith (Design Professional) to provide a detailed engineering report with recommendations, preliminary design services, final design, bid phase services and closeout services for improvements to the Lime Unloading System at the Water Treatment Plant (Plant). The Plant is located north of downtown Kansas City in Clay County, Missouri at #1 NW Briarcliff Road, Kansas City, MO 64116. The unloading system is located on the west side of the Chemical Building which is located on the northwest side of the plant.

The original Chemical Building was built in 1925 under Contract 13 and detailed on drawing 5800. An Addition to the Chemical Building was added in 1941 under Contract C-1 and drawing 4931. The first six silos were added at this time. The Chemical Building Extension was built in 1956 under Contract C-137 and detailed on drawing 5743. The last six silos were added in this expansion. The final portion of the Chemical Building was constructed in 1997 with a small addition on drawing 17767.

The lime unloading system has been worked on and replaced over the years. The original six silos were installed in the 1941 expansion of the Chemical Building along with the original lime unloading system. The second six silos were installed in the 1956 expansion. The current unloading system was installed in 1985 and has been in service since then. Refer to drawing 15980. Additionally, a dust control system was installed in 1993. Refer to drawing 17452. All drawings will be made available to the Design Professional.

The lime unloading system experiences high levels of lime dust and inefficiencies when in operation. To address these issues, the Design Professional will provide the following design services:

- Replacement of the lime unloading and conveyance system
- Condition assessment of electrical and controls, HVAC, mechanical equipment, and structural components
- Dust collection system improvements
- Code compliance evaluation for areas to be modified

Project Schedule

The Basic Scope of Services is organized into five major Task Series:

- Task Series 100: Project Management and Administration
- Task Series 200: Engineering Report and Preliminary Design
- Task Series 300: Final Design
- Task Series 400: Bidding
- Task Series 500: Project Closeout

Design Professional shall complete Task Series 200 and 300 within one hundred ninety-five (195) calendar days following the City's issuance of a Notice to Proceed to Design Professional and Task Series 400 within one hundred fifty (150) calendar days thereafter (345 calendar days after Notice to Proceed), subject to the timely commencement of the City's advertisement of the

construction documents for bidding. Design Professional shall complete Task Series 500 within sixty (60) calendar days after the bidding phase is complete. Design Professional's completion schedule will be extended by the City for delays beyond the reasonable control of the Design Professional or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual duration be longer than estimated, City will extend Design Professional's schedule one (1) calendar day for each day beyond the established duration.

Meeting the schedule is based on adhering to the Basic Scope of Services. Following the submittal of interim deliverables (BDM/30%, 60%, 90% and 100% complete design documents), a design review meeting will be scheduled with City staff and conducted by Design Professional no more than fourteen (14) calendar days after receipt of consolidated City review comments, unless a mutually agreed upon date outside this schedule window is selected. The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from Design Professional. City will endeavor to provide consolidated review comments to Design Professional within a fourteen (14) calendar day period.

Basic Scope of Services

Task Series 100 – Project Management and Administration

Design Professional will provide project management administrative 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, Kansas City Water Services Department implementation of a project specific workplan and a quality control/quality assurance plan, scheduling and assignment of personnel resources, administration and coordination of sub-consultants, continuous monitoring of work progress, invoicing of work performed, reporting of MBE/WBE participation, and performance of project controls to effectively manage the scope of work, schedule, and established budget of the project.

Task 101 – Project Management Services

Design Professional will provide project management services necessary for the administration of the project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QA/QC), activities and other project administrative and customary activities required for timely completion of the work. Design Professional will prepare and submit invoices in a form that is acceptable to the City.

Task 102 – Monthly Progress Status Reports

Design Professional will prepare and submit to City monthly project progress status reports that identify the work that has been performed in the period, work activities anticipated in the next month, action items required of the City for an efficient and effective delivery of Design Professional's services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet the project schedule milestones including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on 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. City will provide direction to Design Professional in a timely manner with respect to each variance discussed in each monthly

progress status report. The monthly progress status report following the City's standard template will be submitted to the City with each monthly invoice.

Task 103 – Project Initiation Meeting.

Design Professional will conduct an initial project meeting with City staff to review the project purpose and objectives, scope of work, anticipated work products, roles and responsibilities, lines of communication, project procedures, critical task sequencing, project needs and available data, and project implementation schedule. A draft project work plan will be distributed to each team member, and will include the scope of services, contact information, project implementation schedule, communication plan, and QA/QC procedures. The project schedule will include a timeline for each task identified in the scope of services and overall contract, anticipated time periods for City reviews, and receipt of City review comments.

Task 104 – Design Progress Meetings

Design Professional will conduct up to 6 progress meetings with City staff during the project's design. The purpose of these meetings will be to

- Update the team on project status, progress achieved, budget and schedule status/concerns, and potential deviations from scope.
- Discuss project issues, coordinate work activities, and review work activities planned for the upcoming period, review draft work products, calculations, schedule and budget status, critical path items, and upcoming work activities.
- The project schedule will be updated and reviewed with City as part of each progress meeting. An Action Item/Decision Log will be maintained throughout the project duration. The agenda for the meetings will be delivered to City no less than two days in advance of the meeting. Following each meeting, minutes will be prepared to record the discussions, activities, action items, and decisions.
- Separate workshops will be held to review milestone deliverables.

Task 105 – Management of Sub-consultants

Design Professional will develop scopes of work for each sub-consultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to the document preparation standards of Design Professional and City, and generally oversee the sub-consultant's project performance. Design Professional will prepare monthly subcontractor utilization reports and submit in the required format to the City's Human Relations Department.

Task 106– Data and Document Review

Design Professional shall review related documents prepared by others for the unloading and conveyance system. Design Professional will coordinate with the lime slaker project team to make sure the unloading system modifications to not negatively impact that design. A coordination meeting will be held to exchange information and provide introductions.

Task Series 100 Deliverables

- Project schedule
- Meeting materials
- Meeting minutes
- Monthly project status reports and invoices
- Monthly subcontractor utilization reports

Task Series 200 – Engineering Report and Preliminary Design

Task 201 Assessment of Lime Unloading and Conveyance System

Design Professional will evaluate existing available data to develop firm understanding of the project. The City will provide the Design Professional the previous drawing sets to review.

Design Professional will conduct a field investigation to document the condition of the existing lime unloading and conveyance system including the following:

- Evaluate the mechanical components of the lime unloading and conveyance system including components requiring replacement and operational concerns
- Evaluate the structural components for use with a new system
- Evaluate existing electrical and controls and code requirements. The evaluation will be limited to the areas to be modified as part of the project.
- Evaluate HVAC systems for age, wear, sizing and code requirements
- Document existing site features, dimensions, elevations of the lime unloading system and structural, electrical, HVAC components that may be affected by the project.
- Conduct site work as necessary to establish exact elevations and locations for lime unloading and conveyance systems.
- Identify potential constructability issues
- Understand air permit requirements

The following areas will not be modified as part of this project:

- The existing elevator
- Spiral staircase
- Existing doors and windows

Task 202 Work Plan

Design Professional will prepare a written draft work plan. City will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:

- A summary of dedicated key team members' roles and responsibilities, including all field crew leaders and contact information.
- A summary of the project's Scope of Services.
- Detailed cost loaded schedule for the performance of the work to be invoiced on a monthly basis throughout the project completion.
- Define any issues requiring special coordination with City, and/or adjacent City projects.

Design Professional shall submit the draft Work Plan (a single electronic file in portable document format (pdf)) within 30 calendar days of Notice to Proceed. City will review the work plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Design Professional will revise the Work Plan as necessary to respond to City comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of City's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to City when requested.

Task 203 Options Evaluation and Workshop

Design Professional will review options for modification to the lime unloading system. The evaluation will include a survey of other, similar facilities and the technologies used by others in the industry. The focus will be on facilities using lime of similar particle size carried to the facility by rail car. Design Professional will provide a summary of the findings and contact information for City review. Design Professional will conduct a 2-hour workshop with City staff to evaluate optional modifications to the lime unloading and conveyance system. The Design Professional will present sketches of the options and planning level comparison costs to allow for decisions to be made. A decision matrix will be utilized during the workshop to select the modifications to be developed in the Basis of Design Memorandum.

Task 204 Engineering Report/Basis of Design Memorandum

Design Professional will prepare a draft Basis of Design Memorandum (BDM) that summarizes the completed assessments, recommended replacement equipment, comparison of other options considered, constructability considerations, and preliminary design sketches for the lime unloading and conveyance systems. The draft BDM will be submitted to the City for review and concurrence prior to developing the 30% design level drawings. Design Professional will complete a QA/QC of the document prior to submittal and submit six (6) copies of the draft Basis of Design Memorandum for review. Design Professional will conduct a 2-hour review meeting with City staff to review the draft BDM and receive their comments. Comments will be incorporated into the draft final BDM. The draft final BDM will provide the basis for the 30% design.

The draft final BDM will be submitted and will include 30% design level drawings, including a site plan, plan view drawings that define the basic configuration of the recommended improvements, and Process and Instrumentation Drawings (P&ID's). The final Basis of Design Memorandum will be submitted within 75 calendar days of Notice to Proceed.

The Basis of Design Memorandum will include planning level construction cost estimate for the recommended improvements.

Design Professional will complete QA/QC of the documents prior to submittal to City. Design Professional will submit six (6) copies of the draft final Basis of Design Memorandum and half-size drawing (11" x 17") for City review. Two (2) PDF copies will also be submitted.

Design Professional will conduct a 2- hour review meeting with City staff to review the draft final BDM and 30% drawings and receive their comments. Design Professional will incorporate City review comments and issue the final BDM and 30% drawings. Six paper copies and one PDF will be submitted

Task 205 – Preliminary Design

Design professional will provide preliminary design for the recommended improvements identified in the Basis of Design Memorandum. Preliminary design will constitute approximately 30% complete drawings and a list of necessary specifications. Six copies will be submitted as discussed in Task 204.

Task 206 – Envision Workshop

Design Professional will review the ENVISION checklist and establish ENVISION goals as required for the project. Design Professional will conduct a 2-hour review meeting with City staff to review the checklist and goals.

Task Series 200 Deliverables

- Draft and Final Project Work Plan
- Draft, Final Draft, and Final Basis of Design Memorandum
- Preliminary Design Drawings/Sketches
- List of Specifications
- Planning Level (30%) Opinion of Probable Construction Cost

Task Series 300 - Final Design

The purpose of the Final Design Task is to develop 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 written approval from City staff, Design Professional will provide final design services and construction contract documents for the recommendations specified in the final BDM. Documents will be prepared using Design Professional's standard formatting for technical specifications and drawings as approved by the City, its own design procedures, drafting standards and criteria, and standard construction details. The Construction Contract Documents for one construction contract will be prepared for the 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% design completion within one hundred thirty-five (135) calendar days after Notice to Proceed, the 90% design completion within one hundred sixty-five (165) calendar days after Notice to Proceed, and the final design completion within one hundred ninety-five (195) calendar days after Notice to Proceed. Final documents provided for bidding purposes will complete final design activities.

Task 301 – Design Review Meetings

Design Professional will schedule and facilitate review meetings following the 60-, 90-percent design document submittals. The design review meetings will include the appropriate City and Design Professional staff. The goal of the meetings will be to review the design documents and to achieve consensus on the major design features. The meetings will be scheduled following a fourteen (14) calendar day review period of the design documents by City staff (Tasks 302, 303 and 304) and will be two-hour workshops.

Task 302 – Design Document 60-Percent Submittal

Design Professional will prepare 60-percent design documents consisting of drawings that define the configuration of the Plant improvements, sequences of operation of plant equipment, and supporting equipment/infrastructure, along with technical specifications for Division 1 through 16. The City's standard Division 00 specification will be used for this project and supplemented with technical specifications developed by Design Professional. The submittal will generally include electrical, structural, and mechanical floor plans and sections, electrical power plans and one-line diagrams, P&ID drawings and a control system block diagram, major equipment and Division 1 specifications, and instrument device schedule, and a preliminary input/output (I/O) list. City will provide the most current version of the City Division 00 and 01 Specifications. Design Professional will review and coordinate the City's front-end documents with Design Professional Division 1 and technical specifications, including the General Conditions. Comments will be provided by Design Professional for City's incorporation, as appropriate, into its front-end specifications.

Design Professional will identify construction constraints to be specified in the Construction Contract Documents based on discussions with City staff regarding restrictions impacting plant operations and other contracts currently underway or planned to be underway during the time of the Lime Unloading System project. Design Professional will determine options for installing

new equipment without using the existing elevator, including potentially removing a portion of the existing wall for access to the silo room. Design Professional will include a standard City Operational Change Control Plan (OCCP) in the documents and requirements for the contractor to develop the OCCP during construction. Considerations will include timing of the work, limitations/constraints for components of the work, and how the Contractor takes possession of the equipment and turns it back over to operations.

An updated opinion of probable construction cost will be provided with the 60% documents. The level of accuracy will be in accordance with the information included in the 60% submittal.

Design Professional will complete QA/QC of the documents in accordance with Design Professional protocols prior to submittal to City. Design Professional will submit six (6) copies of the half-size drawing (11" x 17"), and six (6) sets of specifications for City review. Two (2) PDF copies will also be submitted.

The City review will occur during a fourteen (14) calendar day review period after receipt of the 60-percent complete design documents. Following the two-week review period, a design review meeting with City staff will be held as discussed in Task 301.

The Design Professional will continue preparation of the design documents after submission of 60-percent design review package. City's review comments discussed at the 60-percent design submittal workshop will be incorporated into the 90-percent document submittal.

Task 303 – Design Document 90-Percent Submittal

Design Professional will address the City's review comments and incorporate them into the 90-percent design documents. The 90% complete design submittal will include pre-final updated front-end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, Conditions of the Contract, technical specifications Division 2 through 16, and final installation details. Construction constraints will be reviewed with City staff and finalized in the specifications and drawings.

An updated opinion of probable construction cost will be provided with the 90% documents. The level of accuracy will be in accordance with the information included in the 90% submittal. The 90% 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.

Design Professional will complete QA/QC of the documents in accordance with Design Professional protocols prior to submittal to City. Design Professional will submit six (6) copies of the half-size drawing (11" x 17"), and six (6) sets of specifications for City review. Two (2) PDF copies will also be submitted.

City's review of the submittal package will occur during a fourteen (14) calendar day period after receipt of the 90-percent design drawings and specifications. Following this two-week review period by the City, a design review meeting with City staff (Task 301) will be conducted. The Design Professional will continue preparation of the design documents after submission of 90-percent design review package. City's review comments discussed at the 90-percent design submittal review meeting will be incorporated into the final (100-percent) submittal.

Task 304 – Final Contract Documents (100-percent) Submittal

Design Professional will prepare 100-percent design drawings (bid ready) that provide final design of facilities and associated infrastructure features and details. The final version of the technical specification Division 2 through 16, and the City's front end documents prepared by City will be provided with the 100-percent contract document package. Design Professional, PM and City PM will review the finalized documents prior to printing the final deliverable.

Design Professional will deliver six (6) copies of the half-size drawing (11" x 17"), the original full-size set of signed and sealed drawings, one full-size set of drawings, and six (6) sets of specifications for City review. Two (2) PDF copies will be provided for posting to the KCMO Plan Room website.

Task Series 300 Deliverables

- 60-percent design plan drawings, and technical specifications. Opinion of probable construction cost and OCCP.
- 90-percent design plan drawings and technical specifications. Opinion of probable construction cost and OCCP.
- 100-percent design signed and sealed plans drawings and technical specifications.

Task Series 400 – Bidding Services

Design Professional will produce sealed contract documents, including all necessary drawings and technical specifications to be provided to City. City will be responsible for advertising the project and providing the contract documents to prospective bidders and other interested parties. Design Professional will provide Bidding Services to assist City with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement will be approximately thirty (30) calendar days.

Task 401 – Pre-Bid Conference

The Design Professional will review the Pre-Bid Conference agenda prepared by the City. Design Professional will attend the pre-bid conference to be held at the date, time, and place provided by the City. Meeting minutes will not be distributed for the pre-bid conference. During the Pre-Bid Conference, Design Professional will:

- Instruct prospective bidders and suppliers as to the type of information required by the Construction Contract Documents and the format in which bids must be presented as applicable.
- Review special project requirements and the Construction Contract Documents in general.
- Receive requests for interpretations, 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 for addressing written questions from prospective bidders. Design Professional will maintain a record of telephone requests and questions from prospective bidders that may be used in preparing addenda to the contract documents. Design Professional will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to City for distribution, as appropriate, to interpret, clarify, or expand the contract documents, as necessary. Up to five (5) 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. Up to three (3) requests for substitution or requests for approval of equivalent materials or equipment are budgeted.

Task 404 – Opinion of Probable Construction Cost

Design Professional will update the opinion of probable construction cost submitted under Task 303 to reflect items impacted by addenda changes or changes in the 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 will be for a final estimate.

Task 405 – Review Bids

Design Professional will review and evaluate the qualifications of the apparent successful bidder and proposed major or specialty contractors. 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 and references, and other relevant facts. Design Professional will review the Dun and Bradstreet report for the apparent successful bidder. Design Professional will submit a written recommendation of award to City.

Task 406 – Prepare Conformed Drawings and Specifications

Design Professional will incorporate electronically all addenda issued during Bidding into the Contract Documents. Design professional will provide three (3) half-size sets and two (2) full size sets of Conformed Drawings and one set of the conformed specifications to the City. Drawings will also be provided electronically in TIF format. Two (2) electronic copies will be provided.

Task Series 400 Deliverables

- Final Opinion of probable construction cost.
- Up to five (5) addenda.
- Up to three (3) substitution requests.
- Conformed Drawings and Specifications.

Task Series 500 – Phase 1 Closeout Services

Design Professional will provide the following project closeout services:

Task 501 – Project/Contract Closeout

Design Professional will review and file applicable documents required by City pertaining to the project and turn over required documents. Design Professional will gather and consolidate its project files for long-term record storage. HRD completion forms and other required documents for project closeout will be submitted with Design Professional's final invoice.

Task Series 600 – Follow On Phases

At the discretion of the Water Services Department, and after completion of the contract/project, Design Professional may be requested to provide additional services concerning the Lime Unloading and Conveyance Systems at the Water Treatment Plant.

Optional Services

Any work requested by the City that is not specifically stated in the Basic Services listed above will be classified as Optional Services. Design Professional's contract upper limit includes an Optional Services Allowance amount of \$40,340.00. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the Design Professional approved to utilize any allowance unless specifically authorized in writing by the City. Compensation for Optional Services shall be as mutually agreed upon and included in City's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services include, but are not limited to:

1. Time and expenses for site visits to other facilities to observe optional technologies during the Preliminary Design Phase.
2. Meetings with local, State or Federal agencies to discuss the project, except as explicitly stated herein.
3. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
4. Modifications to the Contract Documents or assisting with re-bidding the project due to actual bid prices being greater than the City's budget.
5. Value engineering reviews or services or revisions of design, drawings and specifications arising from value engineering review.
6. Special consultants or independent professional associates requested or authorized by City.
7. 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.
8. Legal support or dispute resolution services necessary for claim or change order request resolution.
9. 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.
10. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
11. 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.
12. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment or energy.
13. Additional or extended services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work by any Contractor.
 - c. Acceleration of the progress schedule involving services beyond normal working hours.
 - d. Default by any Contractor.
 - e. Failure of the Contractor to complete the Work within the construction contract time.
14. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the Work.

15. Changes in the general scope, extent or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. City's schedule, design or character of construction.
 - c. Method of financing.
16. 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.
17. Special inspections as dictated by any adopted building code or amendments thereto of the City of Kansas City, Missouri.
18. Preparation and costs of Construction Permit.

CITY'S RESPONSIBILITIES

City will furnish, as required by Basic Services and not at the expense of the Design Professional, the following items:

1. Provide assistance by placing at Design Professional'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 Design Professional.
2. 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.
3. City's Project Manager will coordinate meetings between City staff and the Design Professional.
4. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by Design Professional.
5. Bidding Services. City will provide the following bidding phase services:
 - a. Prepare bid advertisement and submit to local papers and trade publications
 - b. Distribute bid documents to prospective bidders. Maintain a list of prospective bidders.
 - c. Conduct the pre-bid conference.
 - d. Advertise and post all addenda to the KCMO plan room website.
 - e. Prepare Bid Tabulation. Provide copies of bids to Design Professional for evaluation.

(End of Scope of Services)

ATTACHMENT 2

POSITION CLASSIFICATION AND SALARY RANGE

Effective: January 1, 2016
Expires: December 31, 2016

<u>POSITION CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES</u>	
ENGINEER (ENEV) 1-2	\$25 to \$47
ENGINEER (ENEV) 3-4	\$34 to \$62
ENGINEER (ENEV) 5-6	\$44 to \$72
ENGINEER (ENEV) 7-8	\$54 to \$87
PROJECT MANAGER (PM) OFFICER	\$57 to \$94 \$69 to \$109
<u>PROFESSIONAL SUPPORT SERVICES</u>	
DRAFTER (DNDF) 1-2	\$18 to \$33
DRAFTER (DNDF) 3-4	\$23 to \$41
DRAFTER (DNDF) 5-6	\$28 to \$46
DRAFTER (DNDF) 7-8	\$33 to \$52
<u>PROFESSIONAL SUPPORT SERVICES</u>	
STAFF SUPPORT	\$23 to \$53
STAFF SUPPORT	\$33 to \$66
<u>PROFESSIONAL ADMINISTRATION</u>	
ADMINISTRATIVE ASSISTANT	\$18 to \$45
CONTRACT ADMINISTRATOR	\$23 to \$50

ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for the next period.

ATTACHMENT 2

POSITION CLASSIFICATION AND SALARY RANGE

Effective: January 1, 2017
Expires: December 31, 2017

<u>POSITION CATEGORIES</u>	<u>HOURLY LABOR RATES</u>
<u>PROFESSIONAL SERVICES</u>	
ENGINEER (ENEV) 1-2	\$24 to \$46
ENGINEER (ENEV) 3-4	\$33 to \$60
ENGINEER (ENEV) 5-6	\$43 to \$70
ENGINEER (ENEV) 7-8	\$52 to \$84
PROJECT MANAGER (PM) OFFICER	\$55 to \$91 \$67 to \$106
<u>PROFESSIONAL SUPPORT SERVICES</u>	
DRAFTER (DNDF) 1-2	\$17 to \$32
DRAFTER (DNDF) 3-4	\$22 to \$40
DRAFTER (DNDF) 5-6	\$27 to \$45
DRAFTER (DNDF) 7-8	\$32 to \$50
<u>PROFESSIONAL SUPPORT SERVICES</u>	
STAFF SUPPORT	\$22 to \$51
STAFF SUPPORT	\$32 to \$64
<u>PROFESSIONAL ADMINISTRATION</u>	
ADMINISTRATIVE ASSISTANT	\$17 to \$44
CONTRACT ADMINISTRATOR	\$22 to \$49

ADDITIONAL CONDITIONS:

1. This salary schedule shall remain in full force and effect during the term stated. At the end of the period, Design Professional and City shall use the salary schedule applicable for the next period.

ATTACHMENT 2

Costs for Copies/Prints/Plots

Effective: January 1, 2016

Expires: December 31, 2017

Quantity	Color Copies/Prints (all sizes)	8.5 x 11 Black & White Copies/Prints	11 x 17 Black & White Copies/Prints
0-100	\$.75 per page	\$.10 per page	\$.20 per page
> 100 and All BD	\$.50 per page	\$.10 per page	\$.20 per page
> 5,000	\$.50 per page	\$.06 per page	\$.12 per page

Plot Medium	Cost per Plot
Black & White Bond	\$3.00
Color Bond	\$7.00
Velium	\$7.00
Mylar	\$12.00
Glossy Photo Quality	\$20.00
Black & White Large Format Copies	\$0.75

ATTACHMENT 3

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 4
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.




HRD Contractor Utilization Plan Approval

Date: June 14, 2016
 To: Phillip Yelder, Human Relations Department
 From: Leona Walton, Water Services Department
 Subject: Contract/Project No.: 9138/80001922
 Project Title: Lime Unloading and Conveyance System

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE/DBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹ - Grant	<input type="checkbox"/> Other:
Contract Category:	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Other:
Bid/Proposal Closing Date:	No. of Bidders/Proposers:			
Recommended Bid/Proposal ² :	\$600,000.00			
Company:	CDM Smith, Inc.	Address:	9200 Ward Parkway # 500, KCMO 64114	
Contact:	Christopher Burns	Phone:	816-412-3172	
Contact Email:	burns.ol@cdmsmith.com	Fax:	816-444-8232	
Additional Information:				

cc: Richard Parmeter, Project Manager

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: 17% MBE & 7% WBE	or _____ % DBE
 Human Relations Department	06/17/16 Date

FOR GRANTING AGENCY USE ONLY³	<input type="checkbox"/> N/A
Approved by: _____	Date: _____

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.

HRD 2 Contractor Utilization Plan Approval 050113 1 of 2 Contract Central

Inter-Departmental Communication

Date: June 17, 2016

To: Jermaine Reed, Chair: Transportation & Infrastructure Committee

From: Phillip Yelder Director Human Relations Department

Subject: Docket Memo #

CONTRACTOR: CDM Smith, Inc.
Address: 9200 Ward Parkway, Suite 500
Kansas City, MO 64114
Contract # 9138 / 80001922 – Lime Unloading & Conveyance System
Contract Amount: \$600,000.00
MBE Goal 17%
WBE Goal: 7%
Total MBE Achieved: 17%
Total WBE Achieved: 7%

MBE SUBCONTRACTORS:

Name: Custom Engineering, Inc.
Address: 12760 E. U.S. Highway 40
Independence, MO 64055
Scope of Work: Mechanical & Plumbing Design
Dollar Amount: \$102,000
Ownership: Davis, Joseph
Structure: African-American Male Code 17

WBE SUBCONTRACTORS:

Name: Trekk Design Group, LLC
Address: 1441 E. 104th St., Suite 105
Kansas City, MO 64131
Scope of Work: Surveying
Dollar Amount: \$12,000
Ownership: Robinett, Kimberly
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name:	Leigh & O'Kane, LLC	
Address:	9201 Ward Parkway, Suite 301	
	Kansas City, MO 64114	
Scope of Work:	Structural Design	
Dollar Amount:	\$30,000	
Ownership:	Leigh, Cheri	
Structure:	Caucasian Female	Code 27

Comments:

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80001922

Project Title Lime Unloading System Project

(Department Project) Water Services
Department

CDM Smith Inc.
(Bidder/Proposer)

STATE OF Missouri _____)
_____) ss
COUNTY OF Jackson _____)

I, Christopher L. Burns, 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 17 % MBE and 7 % 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: 17 % MBE 7 % 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 MBE Firm Custom Engineering, Inc.
Address 12760 East 40 Hwy, Independence, MO 64055
Telephone No. (816) 350-1473
I.R.S. No. 43-1031915

- b. Name of WBE Firm Leigh & O'Kane, LLC
 Address 9201 Ward Parkway, Suite 301, Kansas City, MO 64114
 Telephone No. (816) 444-3144
 I.R.S. No. 43-1386621
- c. Name of WBE Firm TREKK Design Group, LLC
 Address 1441 E. 104th Street, Suite 105, Kansas City, MO 64131
 Telephone No. (816) 874-4675
 I.R.S. No. 43-1953275
- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Custom Engineering, Inc.</u>	_____	<u>\$102,000</u>	<u>100%</u>	<u>17%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ 102,000 17 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Leigh& O’Kane, LLC</u>	_____	<u>\$30,000</u>	<u>100%</u>	<u>5%</u>
<u>TREKK Design Group, LLC</u>	_____	<u>\$12,000</u>	<u>100%</u>	<u>2%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL WBE \$ / TOTAL WBE %: \$ 42,000 7 %

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


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

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

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

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

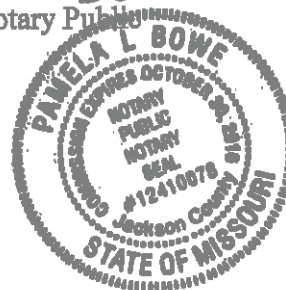
Bidder/Proposer primary contact: Christopher L. Burns
Address: CDM Smith Inc.
9200 Ward Parkway, Suite 500, Kansas City, MO 64114
Phone Number: (816) 444-8270
Facsimile number: (816) 444-8232
E-mail Address: burnscl@cdmsmith.com

By: 
Title: Client Service Leader
Date: 6-14-16
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 14 day of June, 2016

My Commission Expires: 10/30/2016

Pamela Bowe
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Christopher Burns, P.E., acting in my capacity as Client Services Leader
(Name) *(Position with Firm)*
of CDM Smith, 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 405 days *(Specify)*

Throughout \$144,000 Beginning 1/3 \$57,800
Middle 1/3 \$68,400 Final 1/3 \$17,800
Beginning 1/3 40 % Middle 1/3 48 % Final 1/3 12 %

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)

CLIENT SERVICE LEADER
(Position with Firm)

JUNE 13, 2016
(Date)

AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

Lime Unloading System Project _____
 (Department Project)

CDM Smith _____
 (Bidder/Proposer)

STATE OF Missouri _____)
) ss
 COUNTY OF Jackson _____)

I, Christopher Burns, P.E., 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 in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: 17 % MBE 7 % WBE
BIDDER/PROPOSER PARTICIPATION: 17 % MBE 7 % WBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder's/Proposer's subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Human Relations)*

a. Name of M/WBE Firm Custom Engineering, Inc.
 Address 12760 East 40 Highway, Independence, MO 64055
 Telephone No. (816) 350-1473
 I.R.S. No. 43-1031915
 Area/Scope of work: Mechanical and plumbing design services.
 Subcontract amount: \$102,000

b. Name of M/WBE Firm Leigh & O'Kane, LLC
 Address 9201 Ward Parkway, Suite 301, Kansas City, MO 64114
 Telephone No. (816) 444-3144
 I.R.S. No. 43-1386621
 Area/Scope of work: Structural Engineering
 Subcontract amount \$30,000

c. Name of M/WBE Firm TREKK Design Group, LLC
 Address 1441 E. 104th, Suite 105, Kansas City, MO 64131
 Telephone No. (816) 874-4675
 I.R.S. No. 43-1953275
 Area/Scope of work: Survey
 Subcontract amount \$12,000

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the *Contractor Utilization Plan/Request for Waiver (HRD 08)*.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

CLIENT SERVICE LEADER of CDM SMITH
 (Title) (Name of Bidder/Proposer)

Dated: JUNE 13th, 2016 By: [Signature]
 (Affiant)

Subscribed and sworn to before me this 13th day of June, 2016.

My Commission Expires: 10/2018 [Signature]
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number **80001922**

Project Title **Lime Unloading System Project**

CDM Smith ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, 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.)

Providing Mechanical and Plumbing design services.

for an estimated amount of \$ 102,000 or 17 % 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.

Christopher L. Burns
Signature: Prime Contractor

CHRISTOPHER L. BURNS
Print Name

CLIENT SERVICE LEADER 6/13/16
Title Date

Joseph T. Davis
Signature: M/W/DBE Subcontractor

Joseph T. Davis
Print Name

CEO 06/08/2016
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number **80001922**

Project Title **Lime Unloading System Project**

CDM Smth ("Prime Contractor") agrees to enter into a contractual agreement with Leigh & O'Kane, 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.)

Providing structural design services.


for an estimated amount of \$ 30,000 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

CHRISTOPHER L. BURNS
Print Name

CLIENT SERVICE LEADER 6/13/16
Title Date


Signature: M/W/DBE Subcontractor

Cheri J. Leigh
Print Name

Manager of the LLC 06/07/16
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number **80001922**

Project Title **Lime Unloading System Project**

CDM Smith ("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.)

Providing survey services for the existing Lime Unloading Facilities and base CAD files for development of drawings.

for an estimated amount of \$ 12,000 or 2 % of the total estimated contract value.

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


Signature: Prime Contractor

CHRISTOPHER L. BURNS
Print Name

CLIENT SERVICE LEADER 6/13/16
Title Date


Signature: M/W/DBE Subcontractor

Trent Robinson
Print Name

Member 6/7/16
Title Date



75 State Street
Suite 701
Boston, Massachusetts 02109
tel: 617 452-6000
fax: 617 345-9901

June 27, 2016

Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130

Dear Mr. Parmeter:

Please be advised that CDM Smith has participated in the E-verify program as a Federal Contractor since August 24, 2006. Following a substantial acquisition in 2011, the corporation changed its name from Camp Dresser & McKee Inc. to CDM Smith Inc. effective Friday, December 9, 2011. Our Federal Employer Identification number remains the same. As a result, our MOU for E-Verify remains valid despite the name of our company changing.

Sincerely,

A handwritten signature in black ink, appearing to read "Rose M. Lydon".

Rose M. Lydon
Vice President, Corporate Human Resources
CDM Smith Inc.



Company ID Number: 32909

THE EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

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

Company ID Number: 32909

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

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

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

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

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

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

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

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

Employer Camp Dresser & McKee Inc.

Name (Please type or print)

Title

Signature

Date

Department of Homeland Security -- Verification Division

Company ID Number: 32909

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/24/2006

Signature

Date

Company ID Number: 32909

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

Information relating to your Company:

Company Name: Camp Dresser & McKee Inc.

Company Facility Address: 50 Hampshire Street
Cambridge, MA 02139

Company Alternate Address: _____

County or Parish: MIDDLESEX

Employer Identification Number: 4247365

North American Industry
Classification Systems Code: 541330

Parent Company: Camp Dresser & McKee Inc.

Number of Employees: 2,500 to
4,999 Number of Sites Verified for: 87

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

- LOUISIANA 3 site(s)
- RHODE ISLAND 1 site(s)
- NEW HAMPSHIRE 1 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 1 site(s)
- OREGON 1 site(s)
- MONTANA 2 site(s)
- MINNESOTA 1 site(s)
- WASHINGTON 2 site(s)
- KENTUCKY 1 site(s)
- NORTH CAROLINA 2 site(s)
- FLORIDA 10 site(s)
- PENNSYLVANIA 5 site(s)
- OHIO 5 site(s)
- WISCONSIN 1 site(s)
- INDIANA 1 site(s)
- NEVADA 1 site(s)
- NEW YORK 5 site(s)
- NEW JERSEY 1 site(s)

Company ID Number: 32909

• NEW MEXICO	1	site(s)
• SOUTH CAROLINA	1	site(s)
• KANSAS	2	site(s)
• MASSACHUSETTS	2	site(s)
• PUERTO RICO	1	site(s)
• CALIFORNIA	8	site(s)
• MISSISSIPPI	2	site(s)
• CONNECTICUT	1	site(s)
• VIRGINIA	4	site(s)
• COLORADO	2	site(s)
• MICHIGAN	3	site(s)
• MISSOURI	2	site(s)
• TENNESSEE	2	site(s)
• TEXAS	6	site(s)
• SOUTH DAKOTA	1	site(s)
• ILLINOIS	2	site(s)
• ARIZONA	2	site(s)

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

Company ID Number: 32909

Name: Charlene Allen
Telephone Number: (617) 452 - 6000
E-mail Address: allenccp@cdm.com

Fax Number: (617) 452 - 8000

Name: Deirdre OShea
Telephone Number: (617) 452 - 6000
E-mail Address: osheadi@cdm.com

Fax Number: (617) 452 - 8000

Name: Joanna M Eldridge
Telephone Number: (617) 452 - 6107
E-mail Address: eldridgejm@cdm.com

Fax Number: (617) 452 - 6107

ATTACHMENT 7

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>Custom Engineering</u> Email: <u>Joseph Davis</u> <u>jdavis@customengr.com</u>	Address: <u>12760 East Highway 40</u> <u>Independence, MO 64055</u> Phone: <u>816-350-1473</u> Fax: _____
2.	Name: <u>Leigh & O'Kane</u> Email: <u>Cheri J. Leigh</u> <u>cleigh@leok.com</u>	Address: <u>9201 Ward Parkway, Suite 301</u> <u>Kansas City, MO 64114</u> Phone: <u>816-444-3144</u> Fax: _____
3.	Name: <u>TREKK Design Group</u> Email: <u>Trent Robinett</u> <u>trobinnett@trekkdesigngroup.com</u>	Address: <u>1441 East 104th, Suite 105</u> <u>Kansas City, MO 64131</u> Phone: <u>816-874-4659</u> 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: CDM Smith
Submitted By: Mike Odrowski
Title: Client Service Leader
Telephone No.: 816-444-8270
Fax No.: 816-444-8232
E-mail: odrowskiml@cdmsmith.com
Date: July 7, 2016