

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000920 / CONTRACT NO. 1577
FOR IN-LINE STORAGE: ADDITIONAL OK CREEK STORAGE FACILITIES
WATER SERVICES DEPARTMENT

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description. The services to be provided under this Agreement are for the following project (Project) and purpose:

The City intends to construct two separate in-line bending weir storage facilities at two different locations within the OK Creek Interceptor (OKCI) upstream of the existing OK Creek In-line Gate Structure, Rock Box and Turkey Creek Pump Station. The intent of the additional storage facilities is to maximize storage of wet weather flows and reduce the combined sewer overflows (CSOs) within the Turkey Creek Basin. Initially, City will provide authorization for the Conceptual Study and following approval of that study, City will authorize the remaining portions of the design and bidding phase services.

This Project is associated with the Federal Consent Decree regarding the City of Kansas City, Missouri in the Overflow Control Plan. All rules and requirements included in the Consent Decree shall be adhered to. The Design Professional should pay special attention to Section XIII of the Consent Decree as it relates to stipulated penalties.

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

Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$3,623,000.00, as follows:

1. \$2,548,187.00 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. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment I**.

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

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 \$1,074,813.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs 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 **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of 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, accompanied by a monthly status report, Non-Construction Application for Payment, 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

Office of the Interim Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0304

Facsimile: (816) 513-0226

E-mail address: andy.shively@kcmo.org

Design Professional:

Black and Veatch Corporation

Suzenne Carpenter

Address: 8400 Ward Parkway, Kansas City, MO 64114

Phone: (913) 458-6234

E-mail address: carpenters@bv.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. 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 D**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the

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

Attachment A – Scope of Services

Attachment B – Electronic Data Requirements

Attachment C – Engineering Fee Summary

Attachment D – Licensed Geographical Information System Data

Attachment E – CREO Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Truth-In-Negotiation Certificate

Attachment H – Affidavit of Compliance with the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

Federal Consent Decree: an electronic copy of the Consent Decree in Civil Action No. 10-cv-00497-GAF is available at the following web location:

<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000>

Attachment I – Non-Construction Subcontractors Listing

Attachment J – Non-Construction Application for Payment

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

Sec. 11. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of

this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. 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.

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

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

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

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

Sec. 14. Severability of Provisions.

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

Sec. 23. Quality Services Assurance Act.

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

Sec. 24. Anti-Discrimination Against Israel.

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

Sec. 25. Title VI of the Civil Rights Act of 1964.

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

Sec. 26. Non-Discrimination in

Employment.

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

Sec. 27. Ban the Box in Hiring and Promotion.

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

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

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

Sec. 28. Affirmative Action.

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

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

CREO at any point within the previous two (2) calendar years.

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

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

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

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

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

Section 30. Truth-In-Negotiation Certificate.

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

Section 31. Consent Decree Project

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and

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

Day 1 through Day 30 - \$1000 per day;
Day 31 through Day 60- \$2000 per day;
Day 61 and thereafter - \$4000 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

Owner: City of Kansas City, Missouri
Project: In-Line Storage: Additional OK Creek Storage Facilities
City Contract No.: 1577
City Project No: 81000920

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by the DESIGN PROFESSIONAL (DP) to facilitate the design of In-Line Storage Additional OK Creek Storage Facilities Project.

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to construct in-line bending weir storage facilities at two different locations within the OK Creek Interceptor (OKCI) upstream of the existing OK Creek In-Line Gate Structure, Rock Box and Turkey Creek Pump Station to capture and store additional combined sewer overflows (CSOs) within the Turkey Creek Basin. The recommended and proposed weir locations are outlined in the Draft *May 2023 Memorandum entitled "Turkey Creek Inline Storage Hydraulic Evaluation"* completed by the Smart Sewer System Planning Team. The intent of the storage weirs is to maximize storage and CSO reduction while producing no significant increase in hydraulic grade line at or upstream of the weir locations. As such, the CITY is contracting with DP to provide the necessary professional engineering services for Concept Design, Preliminary Design, Final Design and Bid Phase services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DP and its subconsultants and subcontractors.
- C. Background Information. The CITY, acting through its WSD, is undertaking this Project as mandated by the Federal Consent Decree to prepare Construction Contract Documents for the In-Line Storage Additional OK Creek Storage Facilities Project.
- D. Follow-On Phases. The CITY will initially authorize the Conceptual Study and then the DP will be requested to provide preliminary and final design, bid phase and construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by DP consists of professional engineering design services and Bid Phase services for the project. The Work consists of the following professional services:

1. Performance of a conceptual alternatives evaluation, for two separate In-Line Bending Weir Storage Facilities.
 2. Perform further conceptual design development evaluations to verify the feasibility and cost-effectiveness of the two probable weir locations and identify the two specific weir site locations (# 1 and # 3) as recommended and proposed in the Draft *May 2023 Memorandum entitled "Turkey Creek Inline Storage Hydraulic Evaluation" completed by the Smart Sewer System Planning Team*. At the proposed site location # 1, the OKCI is a 15 ft- 8 in. x 15 ft. double box culvert. At the proposed site location # 3, the OKCI is a singular circular 15 ft. diameter sewer.
 3. Perform conceptual design level utility investigations and coordination with CITY and local utility companies; determine each site's specific location and weir structure configuration, evaluation and configuration of site constraints or restrictions, sewer flow and hydraulic volume calculations that determine the volume of flow that could be stored and to what elevations at each location and preparation of opinions of probable construction cost.
 4. Perform preliminary and final design services followed by bidding phase services. Preliminary design, final design and construction phase services shall commence under subsequent authorization from Conceptual Study.
- F. Project Needs/Goals. DP shall provide services necessary to achieve the following project needs and goals:
1. The DP shall preform professional engineering services for conceptual design for two new weir control structures in the existing OK Creek Interceptor. The DP shall perform evaluations to determine the volume of combined sewer overflows that are capable of being stored behind each weir.
 2. The new storage facilities will be used for overflow control and must retain combined sewer flows in the OKCI. Controls for the new weir structures will be installed locally and connected via SCADA to the Blue River WWTP.
 3. Conceptual design services at each proposed storage location shall include evaluation of specific site conditions and limitations, condition assessment of the OK Creek Interceptor, basement assessment of nearby homes, businesses, and commercial properties, including investigation of any aged sewers upstream of the OKCI that may contain stored flow, and preparation of opinions of probably construction costs.
 4. Complete preliminary design, final design and bid phase services at both gate facility locations upon subsequent authorization following completion of Conceptual Study.
- G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Conceptual Design
 3. Task Series 300 – Envision
 4. Task Series 400 – Preliminary Design
 5. Task Series 500 – Final Design

6. Task Series 600 – Bid Phase Services

- H. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.

Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable construction cost for the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids, or actual project costs will not vary from DP's opinions of probable construction cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones and CITY Review Requirements. DP will complete Task Series 100 through 300 within 270 calendar days following the City's issuance of a Notice to Proceed to DP. DP will complete Task Series 400 through 600 within 365 days following approval of the Conceptual Study and upon City's issuance of a Notice to Proceed. DP's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DP as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A meeting with CITY will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of CITY's written consolidated review comments to discuss DP's written responses to the CITY's review comments.

III. BASIC SCOPE OF SERVICES

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

Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; development of project scope; supervision and coordination of services; implementation of a project specific Work Plan; cost-loaded scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Nine (9) months of

project management services are anticipated.

Task 102 Monthly Invoicing and Project Status Reports

DESIGN PROFESSIONAL shall develop a baseline schedule and submit for initial review and approval in eBuilder via the *Design Schedule Review* process. Prior to submitting monthly invoices, DESIGN PROFESSIONAL shall update the schedule monthly to reflect the progress reported in the status report and submit the updated schedule for review and approval in eBuilder via the *Design Schedule Review* process.

1. If schedule is produced in Primavera the layout shall include the following, in order. Activity ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Start, Finish, Late Start, Late Finish, Total Float (TF), Baseline Variance (BL VAR), Predecessors, Successors, Resource ID (if requested).
2. If schedule is produced in Microsoft Project the layout shall include the following, in order.
 - a. Task ID, Activity Name, Original Duration (OD), Remaining Duration (RD), Percent Complete (%), Actual Start, Actual Finish, Start, Finish, Late Start, Late Finish, Free Slack, Baseline Variance, Predecessors, Successors, Resource ID (if requested).
3. Schedule shall be submitted in an eBuilder workflow, on a monthly basis, one week prior to invoicing for approval. DP shall include the approved schedule with the monthly invoice submittal.
4. If the schedule falls behind contractual dates, DP shall propose a recovery schedule and plan for approval.

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated, approved project schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice, project status report, and project schedule shall be uploaded to the CITY's eBuilder document management system. The CITY will provide a template for the project status report. Each invoice submitted by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY.

The monthly project status report shall capture input and review comments from the monthly *Design Schedule Review* process that identifies work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. DESIGN PROFESSIONAL shall include updated tracking graph of the initial invoice forecast baseline and invoice totals to date of invoice period that clearly shows each of the monthly amounts and progress to date versus forecast, including M/WBE.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for DP's subconsultants involved in the Project.

Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work, including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit them in the required format to the CITY's Civil Rights and Equal Opportunity (CREO) Department and with each monthly invoice submittal.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project kickoff meeting with the CITY within 30 days, unless agreed to otherwise by CITY, to review project objective and sustainability goals, lines of communication and project administration procedures. DP shall present its proposed work Plan including cost-loaded implementation schedule and outline high-level sustainability approaches to meet Envision credit requirements. DP shall also present other logistics for effective project execution, including planned project implementation schedule and content outline for subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written draft Work Plan. CITY will provide the format and guidelines for the information to be included in the Work Plan. The Work Plan for the project will include, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including any field crew leaders and contact information.
 - b. A brief summary of the project objective and goals, and DP's basic scope of services.
 - c. Detailed schedule for performance of all work.
 - d. Define any issues requiring special coordination with CITY, local utilities and/or other City projects occurring or scheduled to occur in the project area.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed and present at the Project Kick Off Meeting. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments.

Task 107 Monthly Progress Meetings

Participate in up to nine (9) monthly progress meetings with CITY to provide updates on DP's work progress, budget and schedule status, current issues, and potential variances in the Basic Scope of Services. DP planned work activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting

minutes within 7 days after each meeting.

Task Series 200 - CONCEPTUAL DESIGN

The findings of the Conceptual Design Phase will determine the exact locations of the two planned bending weir facilities and a further determination of pool depth, storage elevations and volume of the combined sewer overflows that can be stored behind each bending weir. At the conclusion of the Conceptual Design Phase, the CITY will confirm the Project Goals and Objectives that will form the Basis of Design and subsequent preparation of preliminary and final design for the Project. The full Scope of Services as described herein is based on multiple bending weir facilities at separate locations and SCADA to support the multiple weir concept.

Task 201 Review Previous Documents

Review and utilize the previous studies, record drawings, and planned projects for the project area to gain a better understanding of the existing conditions, to identify suspected or known problem items within the project area, and to identify improvements required for the project. CITY will provide the available studies, record drawings of the OKCI and planning documents to the Design Professional. DP will review the model results of the OK Creek sewer system to confirm existing condition overflow volumes from the OCP and previous studies.

Task 202 Condition Assessment

1. DP shall furnish the necessary labor, supervision, equipment, and material to perform an internal investigation of the OK Creek Interceptor. Site #1 is located near 25th Street and Southwest Blvd (near MH S053-127_1) and consists of a 15'-8" x 15' double box approximately 25 feet deep. Consultant shall inspect approximately 100 linear feet in each direction of Site #1 (200 linear feet total). Site #3 is located in the Children's Mercy Parking lot near 20th Steet and Cherry Street and consists of a 15' diameter brick sewer approximately 28 feet deep. An alternate Site #3 is located East of MH S052-345Ta and west of Cherry Street. Consultant shall inspect 100 linear feet upstream of Site #3 and 100 feet downstream of the alternate site #3 for a total of 550 linear feet. This assessment will help determine the feasibility and capacity for an in-line storage structure at each location. If significant debris is observed and it continues beyond this prescribed footage, additional assessment may be completed upstream as part of Optional Services.

2. Field Inspection Activities

An internal sewer inspection will be conducted utilizing an experienced multiple crew team trained in confined space inspections or via remote camera and multi-sensor technology. Efforts will include TREKK360 imagery, LiDAR 3D scans, a depth of flow measurement and level of debris every 25 ft in both directions. Findings will be documented, and digital photos taken of major defects, debris, or obstructions. The inspection will include a general sewer condition assessment and connecting pipes if found. The inspection crew or equipment will move through the interceptor at a uniform rate, stopping when necessary to document and insure proper documentation of the condition. If a connecting pipe or interconnection between boxes or into a singular sewer is encountered, the inspection shall stop and document the location. If, during the inspection operation, the crew or equipment cannot pass through the interceptor, the crew shall note the location and cause of the stoppage and notify the CITY.

3. Dewatering and Cleaning

It is anticipated that flow conditions will allow sufficient access to complete all required inspections without the need for dewatering and cleaning. If additional cleaning or dewatering is required, these additional services could be completed through Optional Services.

4. Analysis & Reporting

DP will submit a summary of findings and all data collected from investigation activities for review and comment in the Conceptual Design Report. DP will also provide an overall condition rating of the interceptor at each location and identify major issues. Additionally, DP shall submit the following deliverables:

- Digital photos in .jpeg format
- Map of pipe segments with location of findings
- Copy of field notes and overall condition rating of the interceptor at both locations and each box culvert.

Task 203 Basement Assessment

DP shall conduct the necessary surveys or field investigations of buildings to determine the elevations that basement backups could occur due to storage of flows behind the planned weirs. CITY will provide the necessary survey or field investigation data of manholes, inlets, diversion structures and other structures for review by DP to determine if sewers or other structures are not structurally adequate to withstand the anticipated fluctuations in stage and storage duration that would take place if the weirs were to be constructed.

1. Perform a mail survey of buildings within the tributary area upstream of each of the proposed In-Line Storage Weir locations to determine which buildings have basements that could be adversely affected by sewer backups (anticipated to be those buildings impacted by surcharging from storage. A storage elevation of 749.0 ft for planned Site #1 and storage elevation of 790.0 ft for planned Site # 3 has been assumed). It is assumed that letters for up to 50 buildings will be mailed to building owners. Contact information for building owners will be provided by the CITY. Letters will be printed and mailed by the CITY. The budget for this task will include additional coordination with property owners to answer questions and coordinate the survey work.
2. Identify buildings within each watershed which have basements which may be affected by surcharging the existing combined sewer system. Conduct survey of basement floor elevations, floor drains and diversion structures to determine elevations where building basements or other structures would be impacted by sewers backed up by weir operations. Up to 10 buildings will be hard surveyed to determine basement elevations. Buildings surveyed shall vary throughout the vicinity of the proposed in-line weir locations to obtain widespread elevations throughout the drainage area.
3. DP will review inspection data provided by the CITY for nearby connecting sewers to determine if the sewers are structurally adequate to withstand the anticipated fluctuations in both flow stage and storage duration that would take place by the construction of these storage structures. The CITY will provide the following data for review:
 - System Characterized GIS file of pipes

- Manhole inspections
- CCTV for large and small diameter pipe

It is anticipated that up to 19,000 lf of CCTV data will be provided for review. If additional survey, field investigations, or condition assessment is required to evaluate connecting sewers, the additional scope will be incorporated using optional services.

Task 204 Hydraulic Analyses/ Evaluation

The DP shall complete local hydraulic analyses of the interceptor at the proposed storage facility locations. A typical year hydrograph at each of the possible storage locations will be provided to the DP after the Notice to Proceed. Hydraulic evaluations shall be performed at each possible in-line storage location to reflect local constraints to store flows without reducing full flow capacity of interceptor sewer and no increase in the HGL while providing emergency fail-safe alternatives for peak-flow flooding conditions. The Smart Sewer Program (SSP) team will use the DP's hydraulic information and run the ICM model to verify there is no increase in HGL and CSO reduction benefits.

DP shall investigate in-line storage options of allowing the water surface to reach specific elevations upstream of the storage locations. The DP shall use the results of the hydraulic analysis to assess possible impacts on tributary sewers. The CITY will maintain the overall modeling concept of the conceptual design storage recommendations.

Task 205 Weir/Gate Options and Control Options

DP shall evaluate alternate weir/gate options including, but not limited to bending weirs, tilting weirs and gates that utilize real time controls to achieve the necessary in-line storage requirements. This evaluation shall include the overall storage facility and various construction configurations for storage at the two proposed locations. The DP shall present the evaluated weirs/gates and recommend the selected weir/gate alternative for each of the storage locations. The evaluation shall include, but not be limited to cost-effectiveness, hydraulic storage, conveyance capability, constructability, operations and maintenance, and options for controlling the recommended weir/gate in connection with the City's SCADA.

Task 206 Flushing of Orifice and Sediment Control Options

The bending weirs may contain orifices below the weirs to allow for dry weather flow to occur within the interceptor. Evaluation of sedimentation potential and sediment removal alternatives in the sewer upstream of the weir structures shall be performed. Flushing and sediment control options will be evaluated to collect and control debris, allow for orifice cleaning and debris removal by means of an access structure or other means to provide vector truck or other equipment access to optimize sediment and debris removal.

Task 207 Deep Construction Options and Contracting Strategy

A limited evaluation of various deep construction and groundwater management options shall be investigated for each of the proposed in-line weir locations. This investigation will include a review of the in-line weir storage locations for construction and groundwater management. A limited review of groundwater management, groundwater freezing, dewatering wells, slurry wall, rock removal and sheet piling will be investigated. A Class 5 conceptual opinion of probable

construction costs will be developed for each of the proposed weir locations and recommendations for deep excavation will be provided. In addition, consideration of bidding and contracting strategy will be performed to provide the most cost-effective construction. This will include an evaluation of long lead items such as weir/gate equipment, electrical equipment, and specialized controls.

Task 208 Conceptual Design Report of Findings and Recommendations

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

Task 209 Conceptual Design Workshop

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

Task 210 Public Meeting Assistance

Assist CITY in conducting a public meeting for property owners who may be affected by the Project. The meeting shall be conducted prior to beginning field investigation activities. The meeting will focus on communicating to the property owners the anticipated nature and location and schedule of the proposed project in the project areas. The meeting will also serve as a public education program for the businesses and citizens to better understand the implications of the proposed improvements and to provide them with information on the sanitary sewer systems with respect to existing and proposed conditions.

1. CITY will establish meeting date, meeting time and venue and make necessary arrangements for the meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by the CITY.
2. CITY will prepare mailings to businesses and property owners with the project areas and notify City Council representatives whose districts fall within the project area boundaries. CITY will coordinate distribution of the meeting notices and information to those identified to notify them of the public meeting and increase awareness of the project. CITY shall pay costs related to mailing distribution, copies, and postage.
3. CITY will finalize and approve templates of meeting materials, including agenda, presentations, display boards based on information provided by DP, comment cards and sign-in sheets for the public meeting. DP shall print all meeting materials and pay all related costs.
4. As requested by CITY, prepare, print, and present a project area map exhibit and proposed project schedule for presentation to the public.
5. Attend and assist CITY in conducting the public meeting and address technical questions posed by attendees.
6. Review drafted public meeting minutes prepared by the CITY. Minutes shall include a summary of any resident concerns expressed at the meeting and the expected approach to

resolution of each concern. The CITY will submit draft meeting minutes within 7 calendar days after the public meeting to the DP. Comments and revisions will be submitted by DP to CITY within 7 calendar days.

Task 211 Communication with Property Owners

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the specific field activities and conceptual design phase of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media.

TASK SERIES 300 ENVISION™ SUSTAINABILITY

The DP shall utilize Envision™ sustainability scoring system to screen for the preferred design locations. The DP shall follow the Tier 1 Envision™ process as defined in the KC Water Sustainability Playbook in collaboration with the CITY for underground systems, linear surface systems, and area surface system project types. The DP shall provide limited review of the project types and consider the Envision credits at each location.

Envision verification process is not included in this Basic Scope of Services.

The DP shall complete the following tasks and include findings as a section in the Conceptual Design Report:

1. Conduct a review of the relevant Tier 1 Envision credits for each location.
2. Track and evaluate which locations maximize sustainability objectives and provide recommendations to increase the sustainability of the project and specific locations.
3. Define project needs and improvements to achieve relevant incomplete Tier 1 credits.
4. Utilize the Conversation Guide (Dated 11/10/2020) to document the sustainability items considered for this project.
5. Consider Tier 1 credit applicability and viability and determine a baseline level of achievement for each credit and opportunities for improvement.
6. Analyze and draft recommendations.
7. Prepare a section within the Conceptual Design Study Report that identified the recommended strategies to increase sustainability on the project following the Tier 1 process defined in the KC Water Sustainability Playbook dated November 2020.

Task Series 300 Assumptions

- No efforts to develop documentation into an official Envision Certification submittal as required by the third-party verification process will be performed.
- Scores will be developed for each of the two (2) final locations developed in Task Series 200.

Task Series 300 Deliverables

- No separate deliverables required. Provide sustainable documentation within the Conceptual Design Report.

TASK SERIES 400 - PRELIMINARY DESIGN

Task 401 Preliminary Design Drawings and Technical Specifications

DP shall prepare a preliminary site plan and drawings, including plans, sections and details showing the general arrangement of the weir/gate and appurtenances. Drawing development will be to an approximate 30% design completion stage. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. A preliminary specification for the weir/gate shall be prepared. Coordination with the City to determine the need for modeling is anticipated.

DP shall submit 5 copies of the preliminary design documents and a single electronic file in portable document format (PDF).

Task 402 – Hydraulic Modeling

DP shall utilize the ICM model or other means to verify there is no increase in HGL for the selected design and confirm full flow capacity and other key hydraulic metrics such as CSO reduction benefits.

To assist with evaluating in-line storage sites and control strategies, DP, through a subconsultant will draft a Real-Time Decision Support System (RT-DSS) control strategy for each dynamically controlled asset within this project. The emphasis will be on quantifying the benefits that can be achieved by implementing the simplest and least expensive control strategy for this project.

Task 402 30% Opinion of Probable Construction Cost

DP shall prepare an opinion of probable construction cost based on the 30% design documents.

Task 403 Preliminary Design Review Meeting

DP shall conduct a preliminary design review meeting with CITY staff following the CITY's review of the 30% design documents to discuss the CITY's review comments.

TASK SERIES 500 – FINAL DESIGN

Task 501 90% Design

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

1. 90% Design Drawings: Address review comments received from the CITY related to 30% submittal and incorporate them into the design documents. Prepare and submit

drawings to the City for review and comment at the 90% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.

2. 90% Technical Specifications: The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DP. Supplemental technical specifications, including Section 01015- Specific Project Requirements shall be submitted. The CITY will be responsible for the preparation of all other CITY's standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DP for review prior to the 90% submittal. DP shall provide review comments for the CITY's incorporation as appropriate into its front-end documents and technical specifications.
3. 90% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 90% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 30% opinion of probable construction cost submitted.
4. CITY Review: Submit the following for CITY review:
 - One PDF set of 90% plans.
 - One PDF set of 90% technical specifications developed by the DP.
 - One PDF copy of DP's review comments pertaining to the CITY's front-end contract documents and standard technical specifications.
 - One PDF copy of the 90% Opinion of Probable Construction Cost
 - Excel file with City comments on 30% submittal documents with DP responses.

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

Task 502 90% Review Meeting

DP shall conduct a review meeting with CITY Staff following the CITY's review of the 90% deliverables to discuss the CITY's review comments.

Task 503 100% Design

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

1. 100% Design Plan Sheets: Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit drawings to the CITY for review and comment at 100% design completion. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
2. 100% Technical Specifications: Address review comments received from the CITY related to 90% submittal and incorporate them into the specifications sections prepared by the DP.

3. 100% Opinion of Probable Construction Cost: Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 90% opinion of probable construction costs submitted.
4. CITY Review: Submit the following for CITY review:
 - One PDF set of 100% plans
 - One PDF set of 100% technical specifications developed by the DP
 - One PDF set of the 100% Opinion of Probable Construction Cost
 - Excel file with City comments on 30% submittal documents with DP responses

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

5. Review Meeting: If necessary, conduct review meeting with City staff to review the DP's responses to the City's review comments.

Task 504 Final Construction Contract Documents

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

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

1. Opinion of Probable Costs- DP shall update the 100% cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 100% design submittal.
2. Deliverables- Upon CITY acceptance of the final construction contract documents, the DP will submit the following final deliverables:

Contract Drawings: PDF set of Contract Drawings (D Size-ANSI) and PDF files of individual drawing sheets. One full size hard copy of cover sheet sealed and signed.

Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B.

Project Manual: 1 PDF copy; 8-1/2" x 11" size of complete Project Manual. Also provide PDF copies of individual Project Manual Divisions. Provide one hard copy of signed and sealed certification pages. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DP.
 Final Opinion of Probable Construction Cost- 1 PDF copy.

TASK SERIES 600 – BID PHASE SERVICES

Task 601 Pre-Bid Conference

Prepare and present at pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately 30 days.

1. In coordination with City PM, prepare for and present a pre-bid meeting at a date, time and place provided by the CITY. DP to prepare agenda and facilitate the meeting with assistance from the CITY.

Task 602 Submit Engineer's Opinion of Probable Construction Cost

Update the Final Class 1 cost opinion submitted in Task 504 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 603 Bid Assistance and Evaluation

1. Assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify the Contract Documents. CITY will post the addenda.
2. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL (DP) for evaluation.
3. Make written recommendation regarding the award of construction contract.

Task 604 Conforming Documents

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

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Scope of Services will be classified as Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Additional project sites, in-line weir structures beyond the quantification in the Base Scope of Services.
- B. Geotechnical Investigations and topographical surveys.
- C. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- E. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- F. Permitting application services beyond those described in the Basic Scope of Services
- G. Easement or right-of-way acquisition services beyond those defined in Basic Scope of Services, including appraisal and/or acquisition of easements.
- H. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity.
 - 2. CITY's project schedule, design, or character of construction.
 - 3. Method of financing or availability of funding.
 - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e., design-bid-build) herein; and
 - 5. Relocation of existing water mains due to the implementation of distributed storage sites and required for constructability of the sites.
- I. Providing Preliminary Design, Final Design, Bidding Phase and Construction Phase Services.

V. CITY'S RESPONSIBILITIES

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

- A Assist DP by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records, manhole inspections, condition assessment reports, CCTV video, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. Provide the most recently updated and calibrated ICM model.
- C. Provide selected sensor and rainfall data.
- D. CITY's Project Manager will coordinate meetings between City staff and the DP.
- E. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DP.
- F. Obtain all right-of-way, easements, and pay all direct permit fees.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

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

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

B. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant’s personnel.

4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

C. Electronic File Requirements – Closeout

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

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City’s software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user’s fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City’s software service provider at their own expense.
4. Support: City’s software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during

construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.

6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

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

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

1. Required Submittals Types

a. Approved for Construction Drawings

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.

If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

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

3. Questions/Technical Support

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

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

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

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

ATTACHMENT C
ENGINEERING FEE SUMMARY

Asset Management - Lower-level	Planning - Higher-level	Planning - Mid-level	Planning - Higher-level	Environmental & Land Services - Higher-level	Environmental & Land Services - Mid-level	SUBTOTAL, Hours	SUBTOTAL, Billings \$	Travel/Per Diem Expenses	Major Reproduction Expenses	SUBTOTAL, EXPENSES	HydroDigital	Trekk	TSI	T&B	DuBois	SUBTOTAL, SUBCONTRACTS	TOTAL Billings
\$140.00	\$280.00	\$197.00	\$280.00	\$263.00	\$214.00												
-	-	-	-	-	-	63	\$ 11,286	\$ -	\$ -	\$ -						\$ -	\$ 11,286
-	-	-	-	-	-	63	\$ 10,476	\$ -	\$ -	\$ -				\$ 3,460		\$ 3,460	\$ 13,936
-	-	-	-	-	-	81	\$ 13,382	\$ -	\$ -	\$ -						\$ -	\$ 13,382
-	-	-	-	-	-	16	\$ 4,556	\$ -	\$ -	\$ -						\$ -	\$ 4,556
-	-	-	-	-	-	10	\$ 2,900	\$ 74	\$ -	\$ 74						\$ -	\$ 2,974
-	-	-	-	-	-	36	\$ 5,500	\$ -	\$ -	\$ -						\$ -	\$ 5,500
-	-	-	-	-	-	55	\$ 14,070	\$ 200	\$ -	\$ 200						\$ -	\$ 14,270
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	20	\$ 4,930	\$ -	\$ -	\$ -						\$ -	\$ 4,930
20	-	-	-	-	-	56	\$ 10,064	\$ 850	\$ -	\$ 850		\$ 45,400				\$ 45,400	\$ 56,314
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	20	\$ 3,364	\$ -	\$ -	\$ -						\$ -	\$ 3,364
-	-	-	-	-	-	24	\$ 4,468	\$ 200	\$ -	\$ 200				\$ 33,320		\$ 33,320	\$ 37,988
80	-	-	-	-	-	120	\$ 19,396	\$ 850	\$ -	\$ 850						\$ -	\$ 20,246
-	64	-	-	-	-	120	\$ 29,092	\$ 20	\$ -	\$ 20						\$ -	\$ 29,112
-	16	-	8	-	-	138	\$ 33,696	\$ 100	\$ -	\$ 100					\$ 13,000	\$ 13,000	\$ 46,796
-	4	-	40	-	-	92	\$ 23,636	\$ -	\$ -	\$ -						\$ -	\$ 23,636
-	-	-	-	-	-	108	\$ 28,380	\$ 200	\$ -	\$ 200					\$ 13,100	\$ 13,100	\$ 41,680
40	16	-	-	-	-	168	\$ 32,248	\$ -	\$ 200	\$ 200						\$ -	\$ 32,448
-	-	-	-	-	-	28	\$ 5,724	\$ 20	\$ -	\$ 20						\$ -	\$ 5,744
-	-	-	-	-	-	30	\$ 6,828	\$ 40	\$ -	\$ 40						\$ -	\$ 6,868
-	-	-	-	-	-	52	\$ 11,892	\$ 200	\$ -	\$ 200						\$ -	\$ 12,092
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	6	\$ 948	\$ -	\$ -	\$ -				\$ 14,640		\$ 14,640	\$ 15,588
-	-	-	-	-	-	112	\$ 31,360	\$ 140	\$ -	\$ 140		\$ 4,235		\$ 2,280	\$ 2,275	\$ 8,790	\$ 40,290
\$148.00	\$345.00	\$197.00	\$296.00	\$263.00	\$214.00												
-	-	-	-	-	-	125	\$ 26,705	\$ -	\$ -	\$ -		\$ 8,682		\$ 3,230	\$ 1,700	\$ 13,612	\$ 40,317
-	-	-	-	-	-	125	\$ 24,652	\$ -	\$ -	\$ -						\$ -	\$ 24,652
-	-	-	-	-	-	135	\$ 30,037	\$ -	\$ -	\$ -						\$ -	\$ 30,037
-	-	-	-	-	-	450	\$ 122,950	\$ -	\$ -	\$ -		\$ 5,904		\$ 6,120	\$ 4,080	\$ 16,104	\$ 139,054
-	-	-	-	-	-	24	\$ 6,147	\$ 862	\$ -	\$ 862		\$ 1,353		\$ 935	\$ 680	\$ 2,968	\$ 9,977
-	-	-	-	-	-	23	\$ 4,881	\$ -	\$ -	\$ -						\$ -	\$ 4,881
-	-	-	-	-	-	163	\$ 42,522	\$ 1,317	\$ -	\$ 1,317		\$ 8,682				\$ 8,682	\$ 52,521
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	18	\$ 4,485	\$ 100	\$ -	\$ 100				\$ 60,000		\$ 60,000	\$ 64,585
-	-	-	-	-	-	163	\$ 44,762	\$ 890	\$ -	\$ 890			\$ 70,000			\$ 70,000	\$ 115,652
-	-	-	-	-	-	150	\$ 27,692	\$ 500	\$ -	\$ 500		\$ 28,940				\$ 28,940	\$ 57,132
-	-	-	-	-	-	626	\$ 145,113	\$ -	\$ 150	\$ 150		\$ 43,410			\$ 20,400	\$ 63,810	\$ 209,073
-	100	175	-	-	-	550	\$ 133,068	\$ 200	\$ -	\$ 200	\$ 71,500					\$ 71,500	\$ 204,768
-	80	87	100	-	-	473	\$ 123,559	\$ 850	\$ -	\$ 850						\$ -	\$ 124,409
-	-	-	-	-	-	30	\$ 6,641	\$ 20	\$ -	\$ 20		\$ 43,410				\$ 43,410	\$ 50,071
-	-	-	-	-	-	38	\$ 9,063	\$ 100	\$ -	\$ 100						\$ -	\$ 9,163
-	40	44	60	-	-	562	\$ 132,994	\$ -	\$ 200	\$ 200		\$ 14,470			\$ 10,000	\$ 24,470	\$ 157,664
-	-	-	5	-	-	36	\$ 9,521	\$ 240	\$ -	\$ 240	\$ 1,020	\$ 1,476	\$ 1,020	\$ 1,020	\$ 1,020	\$ 5,556	\$ 15,317
-	100	-	120	-	-	260	\$ 81,860	\$ -	\$ 200	\$ 200						\$ -	\$ 82,060
-	-	-	-	-	-	0	\$ -	\$ 20	\$ -	\$ 20						\$ -	\$ 20
-	29	-	53	-	-	1820	\$ 415,201	\$ 40	\$ 500	\$ 540	\$ 25,000	\$ 86,820	\$ 37,400	\$ 30,600	\$ 30,600	\$ 179,820	\$ 595,561
-	-	-	-	-	-	62	\$ 14,918	\$ -	\$ -	\$ -						\$ -	\$ 14,918
-	5	-	-	-	-	41	\$ 11,264	\$ 100	\$ -	\$ 100		\$ 1,200		\$ 850	\$ 850	\$ 2,900	\$ 14,264
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	28	-	-	-	-	1644	\$ 371,574	\$ -	\$ 500	\$ 500	\$ 20,000	\$ 86,820	\$ 50,000	\$ 34,000	\$ 34,000	\$ 190,820	\$ 562,894
-	-	-	-	-	-	62	\$ 14,918	\$ -	\$ -	\$ -						\$ -	\$ 14,918
-	5	-	-	-	-	36	\$ 9,864	\$ 100	\$ -	\$ 100		\$ 1,200		\$ 850	\$ 850	\$ 2,900	\$ 12,864
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	884	\$ 194,264	\$ -	\$ -	\$ -	\$ 15,000	\$ 43,410	\$ 30,000	\$ 17,000	\$ 17,000	\$ 105,410	\$ 299,674
-	-	-	-	-	-	38	\$ 8,965	\$ -	\$ 500	\$ 500						\$ -	\$ 9,465
-	-	-	-	-	-	26	\$ 6,739	\$ 100	\$ -	\$ 100		\$ 1,230		\$ 850	\$ 850	\$ 2,930	\$ 9,769
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	379	\$ 80,402	\$ -	\$ -	\$ -		\$ 7,297		\$ 5,000	\$ 5,000	\$ 17,297	\$ 97,699
-	-	-	-	-	-	28	\$ 6,793	\$ -	\$ -	\$ -						\$ -	\$ 6,793
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	35	65	195	\$ 43,295	\$ -	\$ -	\$ -						\$ -	\$ 43,295
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	0	\$ -	\$ 100	\$ -	\$ 100						\$ -	\$ 100
-	-	-	-	-	-	27	\$ 6,445	\$ -	\$ -	\$ -						\$ -	\$ 6,445
-	-	-	-	-	-	65	\$ 16,069	\$ -	\$ -	\$ -		\$ 3,618		\$ 1,360	\$ 1,360	\$ 6,338	\$ 22,407
-	-	-	-	-	-	46	\$ 10,613	\$ -	\$ -	\$ -						\$ -	\$ 10,613
-	-	-	-	-	-	49	\$ 9,642	\$ -	\$ 500	\$ 500		\$ 2,315		\$ 850	\$ 850	\$ 4,015	\$ 14,157
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	-	-	-	-	-	27	\$ 6,445	\$ -	\$ -	\$ -						\$ -	\$ 6,445
-	-	-	-	-	-	62	\$ 15,673	\$ -	\$ -	\$ -		\$ 3,618		\$ 1,360	\$ 1,360	\$ 6,338	\$ 22,011
-	-	-	-	-	-	46	\$ 10,613	\$ -	\$ -	\$ -						\$ -	\$ 10,613
-	-	-	-	-	-	49	\$ 9,642	\$ -	\$ -	\$ -		\$ 2,400		\$ 850	\$ 850	\$ 4,100	\$ 13,742
-	-	-	-	-	-	0	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -
-	387	306	338	35	65	9,537	\$ 2,239,991	\$ 5,539	\$ 2,550	\$ 8,089	\$ 132,520	\$ 396,255	\$ 71,020	\$ 200,675	\$ 131,450	\$ 931,920	\$ 3,180,000

Conceptual Design	1418	\$ 308,196	\$ 3,094	\$ -	\$ 49,635	\$ -	\$ 63,700	\$ 28,375	\$ 131,710	\$ 443,000
Detailed Design & Bid Phase	9537	\$ 2,239,991	\$ 8,089	\$ 132,520	\$ 396,255	\$ 71,020	\$ 200,675	\$ 131,450	\$ 931,920	\$ 3,180,000
Total Fee	10955	\$ 2,548,187	\$ 11,183	\$ 132,520	\$ 445,890	\$ 71,020	\$ 254,375	\$ 159,825	\$ 1,063,630	\$ 3,623,000

ATTACHMENT D

LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not,

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

CREO KC DOCUMENTS

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



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81000920

Project Title In-Line Storage: Additional OK Creek Storage Facilities

In-Line Storage: Additional OK Creek Storage Facilities
(Department Project)

Water Services Department
Department

Black & Veatch Corporation

(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Suzenne Carpenter, 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 target goals are 11 % MBE and 11 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 11 % MBE 11 % WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 3,623,000.00

4. 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)*

Name of M/WBE Firm TREKK Design Group (WBE)

Address 1411 East 104th Street, Kansas City, MO 64131

Telephone No. 816-874-4655

I.R.S. No. 43-1953275



Name of M/WBE Firm Taliaferro & Browne, Inc. (MBE)
 Address 1020 E. 80th Street, Kansas City, MO 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891

Name of M/WBE Firm DuBois Consultants (MBE)
 Address 7611 State Line Rd., Suite 103, Kansas City, MO 64114
 Telephone No. 816-333-7700
 I.R.S. No. 43-1494206

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

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

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
Taliaferro & Browne, Inc.			\$ 85,500.00	2.30
DuBois Consultants			\$ 314,575.00	8.80
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



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: Suzenne Carpenter
 Address: 8400 Ward Parkway, Kansas City, MO 64114
 Phone Number: 9134586234
 Facsimile number: _____
 E-mail Address: carpenters@bv.com

JENNIFER ENYART
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Jackson County
 My Commission Expires 1/8/2027
 Commission #23853879

By: *Suzie Carpenter*
 Title: Associate Vice President
 Date: 6/18/2024
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 18 day of June, 2024.

My Commission Expires: 1/8/2027

Jennifer Enyart
 Notary Public





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title In-Line Storage: Additional OK Creek Storage

Project Location/Number Kansas City MO/CN 1577 PN 81000920

PART 1: Prime Contractor Black & Veatch Corporation agrees to enter into a contractual agreement with M/W/DBE Subcontractor TREKK Design Group who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Provide Survey and Envision support during design. Perform an internal sewer inspection at Site #1 Which consists of a 15'8"X15' double box culvert and Site #3 which consists of a 15' Diameter brick sewer. Inspections will include TREKK 360 Imagery, LIDAR RD Scans, depth of flow measurement, and level of debris every 25 ft. The total fee includes \$4235 in optional services. Assist with Site design during design phase

for an estimated amount of \$ 396,255 (or 11 % of the total estimated contract value.)

M/W/BE Vendor type:

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

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

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

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

The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Black & Veatch Corporation

Suzanne Carpenter
Signature: Prime Contractor
Associate Vice President
Title

Suzenne Carpenter
Print Name
6/18/24
Date

State of Missouri)
County of Jackson)

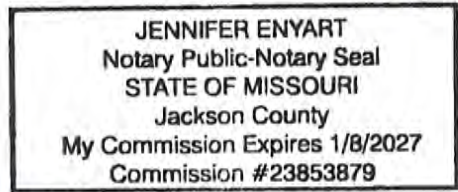
I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18 day of June, 2024

My Commission Expires: 1/8/2027

Jennifer Enyart
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

Kimberly Robinett
Signature: Subcontractor
CEO/Managing Member
Title

Kimberly Robinett
Print Name
6/18/24
Date

State of Missouri)
County of Jackson)

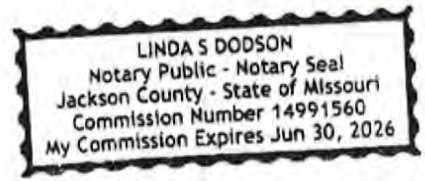
I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of June, 2024

My Commission Expires: 6/30/2026

Linda S Dodson
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title In-Line Storage: Additional OK Creek Storage

Project Location/Number Kansas City MO/CN 1577 PN 81000920

PART 1: Prime Contractor Black & Veatch Corporation agrees to enter into a contractual agreement with M/W/DBE Subcontractor Taliaferro & Brown, Inc who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
 Provide Survey and Envision support during design

for an estimated amount of \$ 85,500 (or 2.3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Black & Veatch Corporation

Suzanne Carpenter
Signature: Prime Contractor
Associate Vice President
Title

Suzenne Carpenter
Print Name
6/18/2024
Date

State of Missouri)
County of Jackson)

I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of June, 2024

My Commission Expires: 01/08/2027

Jennifer Enyart
Notary Public

STAMP:

JENNIFER ENYART
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 1/8/2027
Commission #23853879

MWDBE SUBCONTRACTOR BUSINESS NAME: Taliaferro & Brown Inc

Hagos E Andebrhan
Signature: Subcontractor
CEO
Title

Hagos E Andebrhan
Print Name
06/18/2024
Date

State of Missouri)
County of Jackson)

I, Hagos E Andebrhan, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of JUNE, 2024

My Commission Expires: 03-07-2026

Eartha J. Taylor
Notary Public

STAMP:

EARTHA J. TAYLOR
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 92458631
My Commission Expires 03-07-2026





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title In-Line Storage: Additional OK Creek Storage

Project Location/Number Kansas City MO/CN 1577 PN 81000920

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

Provide Structural Design During Final Design

for an estimated amount of \$ 314,575 (or 8.8 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Black & Veatch Corporation

Suzanne Carpenter
Signature: Prime Contractor
Associate Vice President
Title

Suzanne Carpenter
Print Name
6/18/2024
Date

State of Missouri)
County of Jackson)

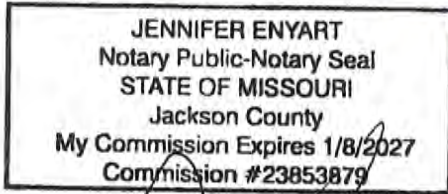
I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of June, 20 24

My Commission Expires: 01/8/2027

Jennifer Enyart
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: DuBois Consultants, Inc

Cervente Suddith
Signature: Subcontractor
President
Title

Cervente Suddith
Print Name
06/18/2024
Date

State of Missouri)
County of Jackson)

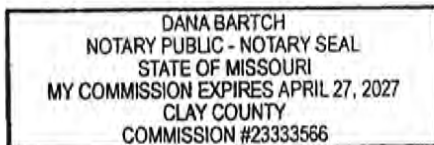
I, Dana Bartch, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 18th day of June, 20 24

My Commission Expires: 04/27/2027

Dana Bartch
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Suzie Carpenter, acting in my capacity as Associate Vice President
(Name) *(Position with Firm)*
of Black & Veatch, 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	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>635</u>	(Specify)			

Throughout _____ x Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 15 % Middle 1/3 65 % Final 1/3 20 %

PLEASE NOTE: Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836.



(Signature)

Associate Vice President

(Position with Firm)

6/19/2024

(Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT G
TRUTH-IN-NEGOTIATION CERTIFICATE

ATTACHMENT G

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, having full authority to act on behalf of _____, do solemnly swear under oath to the following:

- 1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as _____.
- 2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
- 3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
- 4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.

Signature of affiant

On this ____ day of _____, 20__ before me, _____, a Notary Public in and for said state, personally appeared (_____), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Notary Public My commission expires: _____

ATTACHMENT H

**AFFIDAVIT OF COMPLIANCE WITH THE FEDERAL CONSENT
DECREE**

Affidavit of Compliance With the Federal Consent Decree Regarding the
City of Kansas City, Missouri Overflow Control Plan ("OCP")

Civil Action No. 4:10-cv-0497-GAF

STATE OF MISSOURI)

) ss.

COUNTY OF)

I, _____, having full authority to act on
behalf of _____, do solemnly swear under oath to the
following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent
Decree available to this organization at the following web location:

<https://www.kcsmartsewer.us/home/showpublisheddocument/6428/6375347181219300>

00. I further certify that the Consent Decree, along with appendices, have been
reviewed in their entirety and that said review has been performed under my direction or
supervision in accordance with a system designed to assure that qualified personnel
properly evaluated and fully understand the information contained in this Consent
Decree upon execution of any contract relating to such work, including, but not limited
to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Signature of affiant

On this ____ day of _____, _____ before me, _____, a Notary
Public in and for said state, personally appeared (_____), known to me to
be the person who executed the within affidavit, and acknowledge to me that he/she executed
the same for the purposes therein stated.

Notary Public

My commission expires: _____

ATTACHMENT I

NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT I

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: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____

ATTACHMENT J

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

Approved By: _____ Project Manager Date: _____

Approved By: _____ Director or Designee Date: _____