

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81001068 / CONTRACT NO. 1806
FOR SEWER SEPARATION: BROOKSIDE PHASE 5
WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

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

The project will facilitate separation of the combined sewer located in a project area with boundaries of Brush Creek on the north, Brookside Blvd on the west, Main St/Oak St on the east, and W Meyer Blvd on the south, as well as the implementation of green infrastructure to capture storm flows prior to entering the combined sewer system in the Brush Creek Basin of Kansas City, Missouri.

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 \$4,000,000.00, as follows:

1. \$2,604,032.00 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 \$974,683.00. 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 \$421,285.00 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 CREO KC 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 Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0504
Facsimile: (816) 513-0226
E-mail address: kenneth.morgan@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.
Contact: Lauren Moore, P.E.
Address: 9450 Ward Parkway
Phone: (816) 844-4546
E-mail address: lmoore@burnmcd.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 evaluation.

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 and Schedule of Position Classifications

Attachment D – Licensed Geographical Information System Data

Attachment E – CREO KC Documents

1. 00450 CREO KC Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 CREO KC Form 10: Timetable for MBE/WBE Utilization
4. 00470 CREO KC 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. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

- A. Brookside Watershed Hydrologic and Hydraulic Stormwater Evaluation Design Report (Burns & McDonnell, October 17, 2019)

Sec. 11. 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. 12. Subcontractor Participation Reporting. Design Professional shall report all subcontractor participation on the City's CREO KC Department's B2G system. The Design Professional shall also report self-performance of the work in the City's CREO KC's B2G system.

This report shall be submitted monthly.

Sec. 13. 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. 14. 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 CREO KC, 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.

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

DRAFT



ATTACHMENT A: SCOPE OF SERVICES

Project Number: 810001068 – Contract Number: 1806
Project Title: Sewer Separation: Brookside Phase 5

Design Professional: Burns & McDonnell Engineering Company, Inc.

CITY: City of Kansas City, Missouri (CITY) Water Services Department (WSD)

Project: Sewer Separation: Brookside Phase 5

City Contract No: 1806

City Project No: 810001068

I. GENERAL

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

- A. The Project. The Water Services Department (WSD) of the City of Kansas City (CITY), Missouri, intends to facilitate the separation of combined sewers located upstream of Outfall 029 and evaluation of potential implementation of a green infrastructure to capture storm flows prior to entering the combined sewer system in the Brush Creek basin, which is located in Kansas City, Missouri. As such, the CITY is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent Decree pertaining to the CITY's Smart Sewer Program (SSP), formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL 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 preliminary and construction contract documents for the Sewer Separation: Brookside Phase 5 project as part of the Smart Sewer Program (SSP). The project will focus on sewer separation and green infrastructure within the project area. The estimated footage of existing sewer pipe and number of manholes in the project area is approximately: 27,550 linear feet of 6-inch to 174-inch diameter combined sewer mains and 115 manholes.

The Design Professional shall conduct the work in accordance with the most recent version of WSD's protocols. This scope of work shall take precedence over the protocols, in case of discrepancies.

- D. Follow-On Phases. At the discretion of the CITY and after completion of the bidding phase of the project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the construction phase of the project.
- E. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL.
- F. Out of Scope Services. DESIGN PROFESSIONAL agrees to provide the specific Scope of Services as identified herein. Work, not specifically discussed herein, shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- G. Responsibilities of CITY and SSP Team.
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
 2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
 3. The SMART SEWER PROGRAM MANAGEMENT TEAM (SSP Team) is defined as the specific employees of the CITY and the CITY's SSP management consultant and their sub-consultants responsible for oversight of the SSP on behalf of the CITY. SSP Team does not include all employees of the various CITY departments that will be involved in the project development. The DESIGN PROFESSIONAL will work directly with the SSP Team throughout the project. The SSP Team is responsible for leading all communication and engagement activities for the project as outlined in Task Series 300.
 4. CITY will furnish, as required by the Basic Scope of Services, and not at the expense of the DESIGN PROFESSIONAL, the following items:
 - a. Assist with coordination required to obtain access to the alignment sites for field investigations by DESIGN PROFESSIONAL. Preparation and distribution of notification of the CITY's intent to install new improvements to all affected property owners. Assist with coordination required to obtain permission for DESIGN PROFESSIONAL to conduct field investigations, site surveys, geotechnical site investigations, environmental site assessments, etc. on their property, as required.
 - b. Negotiate, sign, and provide access agreements for DESIGN PROFESSIONAL's use to conduct field investigations on adjacent private property considered for acquisition, if required.
 - c. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, operation and maintenance records, and any other data relative thereto.
 - d. CITY's Project Manager will coordinate meetings between the CITY's management,

engineering, and operations and maintenance groups, and the DESIGN PROFESSIONAL.

- e. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.
 - f. Property and easement acquisition is the responsibility of the CITY. Submittal of all easements obtained to the Jackson County Court House or Clay County Court House for recording of sites and along project corridor is the CITY's responsibility.
- H. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:
- 1. Performance of professional engineering services necessary to develop preliminary and final design for the separation of combined sewers located upstream of Outfalls 029 in the Brush Creek Basin. The preliminary and final design shall expand on the plan for combined sewer separation as identified in the City of Kansas City, Missouri's Brookside Watershed Hydrologic and Hydraulic Stormwater Evaluation Report dated October 17, 2019.
 - 2. Requested services include field survey, dyed water testing; geotechnical investigation; utility investigations; 2D stormwater modeling; communication with CITY departments and utility infrastructure planning; preparation of final construction documents and opinion of probable construction costs.
- I. Project Needs/Goals
- 1. Determine deficient sewer structures and surface features that contribute to local flooding and basement back-ups.
 - 2. A detailed analysis of the existing combined sewer for use as either a storm sewer system or as a sanitary sewer system.
 - 3. Recommended improvements and opinion of probable construction costs required to address deficiencies identified above for the sanitary and storm systems.
 - 4. Preliminary design for new separate storm or sanitary sewer systems or a combination of both based on recommended improvements.
 - 5. Preliminary design for potential Green Stormwater Infrastructure (GSI).
 - 6. Preliminary design for water main replacements.
- J. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:
- 1. Task Series 100 - Project Management & Administration
 - 2. Task Series 200 - Field Investigations & Data Review
 - 3. Task Series 300 - Communications & Engagement
 - 4. Task Series 400 - Concept Refinement & Optimization
 - 5. Task Series 500 - Detailed Design of Stormwater Improvements and Green Infrastructure
 - 6. Task Series 600 - Water Main Replacements and/or Relocations
 - 7. Task Series 700 - Bid Phase Services
- K. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL 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.
- L. Capital or Annual Cost Opinions. All opinions of probable construction cost developed shall 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 DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable cost for construction of the Work shall be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids or actual project cost will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL shall be as noted for in subsequent paragraphs of this Scope of Services.

II. Project Milestones and CITY Review Requirements

- A. DESIGN PROFESSIONAL shall complete the tasks identified in the Basic Scope of Services within 516 calendar days following Notice to Proceed (NTP), provided the CITY's distribution of field information is provided by the CITY to the DESIGN PROFESSIONAL no later than thirty (30) days following NTP. If the above stated field information is not provided by the stated date, the project schedule will be extended based upon DESIGN PROFESSIONAL substantiating the impact of not receiving any information to the satisfaction of CITY. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within twenty-one (21) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a twenty-one (21) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. Basic Scope of Services

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

Task Series 100: Project Management & Administration

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; supervision and organization of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Project management services associated with this scope of work are assumed to be ongoing for a period of eighteen (18) months.

Task 102. Subconsultant/Subcontractor Agreements & Administration

Prepare a scope, budget, schedule, and agreement for DESIGN PROFESSIONAL's subconsultants and subcontractors involved in the Project. Conduct 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,

schedule maintenance, and potential project scope variances with corrective action.

Task 103. Monthly Invoicing & Project Status Reports

DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Invoices will be submitted through Trimble. Each invoice will be broken down by task. The monthly project status reports shall document work progress, the percentage of completed work, schedules status, and budget status.

Task 104. Kick-off Meeting

DESIGN PROFESSIONAL shall organize and conduct an in-person kick-off meeting with CITY to review and establish project goals, lines of communication, project procedures, scope of work and proposed project approach, including anticipated schedule.

- DESIGN PROFESSIONAL will prepare and submit an agenda (.pdf) to CITY prior to meeting.
- DESIGN PROFESSIONAL will prepare and distribute meeting summary (.pdf) following the meeting.
- Meeting will be held in person and attended by up to four (4) staff members of the DESIGN PROFESSIONAL's team.

Task 105. Monthly Progress Meetings

DESIGN PROFESSIONAL will schedule regular 1-hour progress meetings as necessary to communicate project progress, review design alternatives, and plan upcoming activities. DESIGN PROFESSIONAL will facilitate up to eighteen (18) progress meetings, as follows:

- DESIGN PROFESSIONAL will prepare and submit an agenda (.pdf) to CITY prior to the meeting.
- DESIGN PROFESSIONAL will prepare and distribute meeting summary (.pdf) following the meeting.
- Meetings will be held virtually and attended by up to three (3) staff members from DESIGN PROFESSIONAL's team.

Task Series 200: Field Investigation & Data Review

Task 201. Topographic Survey

DESIGN PROFESSIONAL shall conduct topographic survey for up to 40 acres of area, as shown in Figure 1, to support the evaluation of the recommended design alternative.

Existing conditions shall be surveyed to determine critical features within the project area. The survey shall be delivered in standard text file, electronic topographic survey files including contours at a one foot (1.0') contour interval in AutoCAD (.dwg) format.

1. Horizontal and Vertical Control. The horizontal control coordinates will be indicated in State Plane Coordinates, 'Missouri Coordinate System of 1983, West Zone' with conversion to ground coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey. Perform a detailed topographic survey within limits agreed on with the CITY, along easements where existing sewers or water mains are located, within existing public right-of-way and street corridors from a minimum of right-of-way to right-of-way where existing sewers or water mains are located, or where new storm or sanitary sewers are likely to be required. The survey may extend beyond CITY right-of-way as needed for potential work in existing or anticipated future easements and/or acquisitions. The topographic survey will include but not be limited to the location of combined sewers, storm sewers, sanitary sewers and associated structures with top/invert elevations, shape, material and diameter, as applicable; water and gas utilities including all valves, meter pits, fire hydrants, pressure reducer, regulators, etc.; overhead utilities including power poles, telephone poles, and light poles; underground electric and communication utilities; street and pavements including sidewalks, streets, driveways, parking lots, and unimproved roadways; trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas) and landscaping indicating type and diameter; and structures including buildings, retaining walls, fences and other visible improvements within the survey boundary determined by the DESIGN PROFESSIONAL. Underground utility information will be based on utilities marked in the field in accordance with the Missouri One Call (811) process and on CITY-supplied information, and such information is not independently verified by DESIGN PROFESSIONAL.
3. Prepare Base Map. Prepare a base map of existing parcels, with the landowner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc. Existing sewer and water utilities shall be labelled as shown in the CITY's GIS.
4. Request Utility Locates. Request utility locates with Missouri One Call (811) and locate visible existing utilities. If utility companies are nonresponsive, then contact each utility company to request utility maps and records.
5. Locate Geotechnical Borings. Survey will provide field locations of all soil borings performed during geotechnical investigations.



Figure 1: Approximate Survey Extents

Deliverables

- Submit electronic data files of the survey(s) and other requested information. Metadata should be incorporated into every digital file to document date, source, methodology, etc. Submit a digital file in AutoCAD (.dwg) format containing the full survey drawing. DESIGN PROFESSIONAL shall also submit a full-sized digital PDF copy(s) of the survey signed by a Registered Land Surveyor (RLS).

Task 202. Geotechnical Investigations

DESIGN PROFESSIONAL shall conduct geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations of the probable soils to be encountered.

The geotechnical investigations shall include the following services:

1. Soil Borings and Testing. Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater, if encountered. Collect a maximum of four (4) samples from each boring and retain for future reference. Each boring shall be surveyed to obtain horizontal coordinates and elevation at the ground surface. Obtain up to 36 soil borings within public right-of-way or within existing CITY easement.
2. Street core samples. Obtain up to ten (10) street core samples to determine pavement type, thickness, and subsurface materials. The street core samples will be at the same location as the soil boring locations. Street core samples shall be up to 18-inches in length or the depth of the pavement section.
3. Seepage Investigation. DESIGN PROFESSIONAL shall conduct a subsurface investigation of proposed green infrastructure sites approved for inclusion in the project, including exploratory field work, laboratory and field testing, and preparation of a subsurface report. One (1) soil boring shall be performed at each site to a depth of twenty (20) feet or to refusal, whichever is shallower, and two (2) field infiltration tests shall be performed at each site. The field infiltration testing shall consist of:
 - a. Excavation of one (1) test pit at each site to be evaluated, 4-feet wide by 4-feet long by 6-feet deep to visually document the soil stratigraphy. Collection of one (1) grab sample from the bottom of the pit for laboratory grain size analysis. Test pits shall be backfilled with stone at the end of the workday.
 - b. Monitoring depth of water in each pit. A field infiltration test will be performed consisting of an initial saturation and followed within 24 hours by a second inundation in accordance with the CITY's green infrastructure specifications Section 02956 Green Stormwater Infrastructure In-Situ Infiltration Testing, with the exception of running the test in the entire pit rather than in a test ring.
4. Geotechnical Report. A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying each site including depths to rock where encountered; present relevant engineering properties of the existing soils; provide results of the seepage investigation(s), provide excavation and earthwork recommendations including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to estimate bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined with existing street and curb conditions and utility impacts.
5. As required, Public Works and Parks Department permits shall be obtained prior to drilling, and necessary temporary signage shall be printed and installed in cooperation with the CITY.

Deliverables

- Submit an electronic copy (.pdf) of initial geotechnical report to CITY for review and comments. Revise the report to address review comments. The final geotechnical report shall be sealed and signed by the geotechnical engineer of record.

Task 203. Utility Interface

DESIGN PROFESSIONAL shall communicate with impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Utility interfacing shall

be performed in accordance with the CITY's Four Step Utility Notification Guideline. DESIGN PROFESSIONAL shall complete the following tasks in addition to the Four Step Utility Notification process:

1. Identify utilities that may be affected by the project. Contact those utility owners and determine locations of such utilities.
2. Employ Subsurface Utility Engineering (S.U.E.) practices, level C and D, to determine utility locations sufficiently to proceed to preliminary design. Obtain verification from the utilities.
3. Communicate and interface with each impacted utility to determine preliminary scope of relocations that may be required.

Up to three (3) utility interface meetings will be held collectively with all utilities identified as being within the project. Up to twelve (12) individual utility interface meetings will be held as needed to interface with each impacted utility.

In addition to external utility correspondence, DESIGN PROFESSIONAL will interface with CITY departments to identify potential conflicts with other planned public improvements. Up to two (2) meetings will be held with the following departments:

- WSD (water and sewer improvement design)
- KC Parks
- Public Works

Deliverables

- Track and record utility correspondence activities in accordance with the CITY's Utility Log Template, to be provided by CITY.

Task 204. Easement Exhibits

DESIGN PROFESSIONAL shall, through the services of a Professional Surveyor, provide information and documents required for temporary and permanent easements for the project. For each tract to be subject to temporary or permanent easements, the following assumptions shall apply:

- DESIGN PROFESSIONAL shall prepare legal descriptions for temporary and permanent easements. Easement legal descriptions shall be prepared using State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" in accordance with applicable Missouri standards of practice and easement recording requirements.
- DESIGN PROFESSIONAL shall prepare easement exhibits in accordance with applicable Missouri standards of practice and easement recording requirements.
- CITY shall acquire easements, property, and/or right-of-way as needed and provide to the DESIGN PROFESSIONAL informational title reports ownership and encumbrance (O&E) reports for preparation of the easement documents.

It is anticipated that the project will require up to ten (10) permanent and forty (40) temporary easements. It is anticipated that up to fifty (50) O&E reports will be required. CITY shall review and approve the easement and legal descriptions including exhibits. DESIGN PROFESSIONAL shall provide the services of a professional land surveyor, licensed in the state of Missouri, to seal the final easement legal descriptions and exhibits. Easement development in excess of the quantities defined herein shall require Optional Services for DESIGN PROFESSIONAL compensation.

CITY will be responsible for negotiating required temporary and permanent easements, and property appraisals and land acquisition for the project.

DESIGN PROFESSIONAL assumes the former Kansas City Area Transportation Authority (KCATA) right-of-way property has transferred ownership to CITY Public Works and will not require permanent or temporary easements. CITY is responsible for negotiating access agreements for any land use agreements that Public Works holds with private entities in the old KCATA right-of-way.

Deliverables

- Final, signed and sealed easement exhibits and legal descriptions (.pdf).

Task 205. System Characterization & Dye Testing

Unknown pipe connections to the existing combined sewer pipe will be investigated as accessible to confirm source of connection, type of flow, and necessary disconnects for sewer separation. System characterization may include dyed water testing to verify direct connection to the combined sewer system. DESIGN PROFESSIONAL shall obtain approval and propose locations for dyed water testing with the CITY. Any CCTV that is needed shall be performed by the CITY.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of up to eighty (80) field hours are budgeted for this task. Additional dye testing and characterization efforts may be provided upon request by the CITY and shall require Optional Services for DESIGN PROFESSIONAL compensation.

Task Series 300: Communications & Engagement

Task 301. Project Team Communication

DESIGN PROFESSIONAL shall conduct weekly design and communications team meetings with the internal project team. Weekly meetings will cover interdisciplinary communication and scheduling needs for execution of the project.

Task 302. Communications & Engagement Planning

The DESIGN PROFESSIONAL shall assist the CITY in execution of the public engagement activities consistent with SSP protocols. A public engagement plan and list of stakeholders shall be developed by the SSP team with assistance from the DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL shall assist the CITY in executing the public engagement plan to obtain meaningful feedback from the public through a series of public engagement activities, implemented in cooperation with the CITY and SSP Team. The DESIGN PROFESSIONAL shall facilitate the following stakeholder engagement activities for the project focused on the Brookside businesses and general public along the project corridor:

- Assist the SSP's communication team in developing a community engagement plan that outlines engagement touchpoints, strategies and timeline for design phase outreach and communications efforts. DESIGN PROFESSIONAL will assist SSP in the following activities:
 - Up to three (3) stakeholder information meetings with Brookside businesses.
 - Up to five (5) one-on-one meetings with Brookside residents, homes association, and/or business owners to communicate property-specific impacts of the project.
 - One (1) online community survey to gather community priorities including development of social media graphic and outreach material to promote the survey.
 - Two (2) community visioning workshop/open house events open to the general public including development of up to five (5) display boards, comment cards, and promotional communication graphics to encourage public participation.

For all meetings DESIGN PROFESSIONAL shall:

- Assist SSP in establishing meeting date, time and venue.
- Assist SSP with facilitation of meetings, including participation by up to three (3) members of the DESIGN PROFESSIONAL team.
- Prepare display boards, handouts, and facilitate presentation of meeting material. DESIGN PROFESSIONAL may print (if needed) all meeting materials and pay all related costs which may be invoiced as reimbursable expenses.
- SSP will facilitate feedback and collect data from project stakeholders and prepare and distribute a meeting summary to the CITY.

Task 303. Communication Materials

DESIGN PROFESSIONAL shall assist the CITY in creating general project communication material for use by CITY to communicate with project stakeholders using the Smart Sewer Printing Portal. CITY shall be responsible for distribution of communication material. The following general communication materials will be developed by the SSP team, with assistance from the DESIGN PROFESSIONAL:

- One (1) project fact sheet
- One (1) online community survey
- One (1) postcard/flyer invitation for the community visioning workshop/open house
- One (1) project presentation template for use in stakeholder information meetings
- Updates for CITY’s social media, as needed
- Up to three (3) renderings of green infrastructure locations

Task Series 400: Concept Refinement & Optimization

Task 401. Stormwater 2D Model Optimization

This task represents the hydrologic and hydraulic 2D dynamic modeling refinements to refine and optimize the performance of proposed improvements. The primary goal of this task will be to further optimize the size and capacity of the proposed storm sewer by identifying opportunities to reduce, downsize, or eliminate proposed pipe systems and to supplement with green infrastructure or real-time controlled storage. DESIGN PROFESSIONAL shall complete all model refinement and optimization using the InfoWorks ICM 2D model developed during the previous phase of the project (PN 82000290, CN 338). DESIGN PROFESSIONAL shall conduct 2D modeling refinement of the previously recommended alternative design within the project area targeting up to a 10-year level of service while also evaluating flood mitigation improvements for up to three (3) historic rainfall events that resulted in flooding. The 100-year average recurrence interval design event will also be evaluated to confirm no negative impacts occur from the proposed improvements. A single boundary condition for Brush Creek will be assumed for each modeled rainfall event.

Up to (4) green infrastructure or underground storage opportunities will be evaluated along the proposed alignment to optimize flood mitigation benefit and to provide additional green acres to align with consent decree goals. Green infrastructure sites will evaluate the use of Opti continuous monitoring and adaptive controls for optimized performance.

CITY acknowledges and agrees that due to deficiencies and limitations in the existing downstream conveyance system, the improvements shall not be designed by the DESIGN PROFESSIONAL to meet the American Public Works Association Standard Specifications and Design Criteria Section 5600 Storm Drainage & System Facilities (APWA 5600) stormwater level of services standards that are currently adopted by the CITY, as designing to this standard would have an adverse impact downstream. DESIGN PROFESSIONAL’s design improvements will address frequent flooding for enhanced performance

during modeled rain events defined herein, and will generally follow the recommendations from the November 2025 updates to APWA 5600 Storm Drainage & System Facilities (Version 2025.01).

Task 402. Sanitary Sewer Improvement Refinements

Required modifications to the originally designed sanitary sewer improvements (PN 81000600, CN 1017) will be evaluated to align with the proposed stormwater improvements identified in Task 401. Previous recommendations made in the *Brookside Sanitary Sewer Optimization Evaluation* memorandum (March 9, 2020) will be reviewed. A new proposed sanitary sewer alignment layout will be developed and presented to CITY for approval to move forward into detailed design (Task Series 500).

To establish the basis for DESIGN PROFESSIONAL’s compensation, a maximum of up to 280 hours are budgeted for this task. Additional design efforts may be provided upon request by the CITY and shall require Optional Services for DESIGN PROFESSIONAL compensation.

Task 403. Concept Refinement & Optimization Recommendations

DESIGN PROFESSIONAL will conduct a workshop with CITY to present the recommendations from Task Series 400. DESIGN PROFESSIONAL will also prepare a technical memorandum summarizing the approach, results, recommendations, along with an updated opinion of probable cost and provide to CITY. CITY shall review the technical memorandum and provide comments and direction for final design. Upon written approval from the CITY, DESIGN PROFESSIONAL shall progress the concepts into detailed design (Task Series 500).

Deliverables

- DESIGN PROFESSIONAL will facilitate one (1) in-person workshop with the CITY including preparation of agenda, meeting material and meeting summary.
- DESIGN PROFESSIONAL shall develop a draft and final technical memo in digital PDF format.

Task Series 500: Detailed Design

Upon receipt of written approval and direction from the CITY on recommendations made in task 400, DESIGN PROFESSIONAL shall proceed with the development of detailed design documents.

Task 501. 60% Design Documents

DESIGN PROFESSIONAL will provide 60% design for stormwater and sanitary sewer improvements as defined in Task 403. 60% Design will include development of Drawings, specifications, and an opinion of probable construction cost.

- 60% Drawings. The following Drawings will be developed:
 - Cover Sheet
 - Sheet Index, General Notes, and Legend
 - Survey Horizontal and Vertical Control
 - Control & Protection Plan including erosion and sediment control measures (Preliminary)
 - Demolition and Restoration Extents (Preliminary)
 - Storm Plan & Profiles (Preliminary)
 - Sanitary Plan & Profiles (Preliminary)
 - Green Infrastructure/Underground Storage Layout and Details (Preliminary)
 - Civil Details (Preliminary)
 - Brookside Blvd & Trolley Trail Plan, Profiles and Cross Sections (Preliminary)
 - Intersection Plan and Profiles (Preliminary)

- Roadway Marking and Signing Plans and Details (Preliminary)
- Restoration and Landscaping Plans and Details (Preliminary)
- Structural Details (Preliminary)

To establish the basis for DESIGN PROFESSIONAL’s compensation, a maximum of up to one hundred and seventy-five (175) sheets are budgeted to be developed including up to twenty-six (26) storm sewer plan and profile sheets and up to 12 sanitary sewer plan and profile sheets. Additional design efforts may be provided upon request by the CITY and shall require Optional Services for DESIGN PROFESSIONAL compensation.

- 60% Technical Specifications. DESIGN PROFESSIONAL shall review and reference CITY’s Standard Technical Specifications, and recommend supplemental technical specifications as needed. A Table of Contents for the Technical Specifications will be provided with the 60% Design deliverables.
- 60% Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare one (1) opinion of probable construction cost based on the 60% design drawings and technical specifications developed. The 60% cost opinion presented by DESIGN PROFESSIONAL will be developed in accordance with the standards set forth by the AACE for a Class 4 estimate per the Recommended Practice (RP) 97R-18, or other applicable RP, and as described in the RP Cost Estimate Classification Matrix.
- Plan-in-Hand Field Walk: Within thirty (30) days of completing the 60% Design Documents and concurrent with the CITY review period, DESIGN PROFESSIONAL and CITY shall perform a one (1) day plan in hand walk through. The purpose of the walk through is to verify and analyze the accessibility of the proposed work and to identify any special conditions to be included in the contract documents. DESIGN PROFESSIONAL shall document all special conditions, take photographs, and propose solutions for the CITY to review. Submit two hard copies and a PDF of the special conditions, photographs, and proposed solutions and specifications for CITY review.

DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

Deliverables

- Electronic PDF files of the following documents:
 - 60% design drawings
 - 60% Technical Specifications Table of Contents
 - 60% Opinion of Probable Construction Cost

Task 502. 90% Design Documents

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. DESIGN PROFESSIONAL shall continue to advance drawings during the 90% review period.

- 90% Drawings. Address review comments received from the CITY related to 60% submittal and incorporate them into the design documents. The 90% Drawings will follow the same CAD and design standards set forth in Task 501. 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.
- 90% Technical Specifications. The CITY’s standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN

PROFESSIONAL. The supplemental technical specifications shall be provided by the DESIGN PROFESSIONAL as required by the design and not already addressed by CITY's standard technical specifications. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review. DESIGN PROFESSIONAL will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.

- 90% Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare one (1) opinion of probable construction cost based on the 90% design drawings and technical specifications developed, and any review comments received from the CITY related to DESIGN PROFESSIONAL's 60% opinion of probable construction cost submitted. The 90% cost opinion presented by DESIGN PROFESSIONAL will be developed in accordance with the standards set forth by the AACE for a Class 3 estimate per the Recommended Practice (RP) 97R-18, or other applicable RP, and as described in the RP Cost Estimate Classification Matrix.

Deliverables

- Summary of 60% submittal CITY review comments and actions taken to address comments
- Electronic PDF files of the following documents:
 - 90% design drawings
 - 90% Supplemental Technical Specifications sections developed by DESIGN PROFESSIONAL; Review comments on CITY-prepared front-end documents
 - 90% Opinion of Probable Construction Cost

Task 503. Final Design & Construction Documents

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the drawings, specifications, and pertinent material prior to submitting for bidding the project for construction.

- 100% Drawings. 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 the 100% design stage. Perform an internal quality control review on the drawings and incorporate review comments prior to submittal to the CITY.
- 100% Technical Specifications. The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN PROFESSIONAL. The supplemental technical specifications shall be provided by the DESIGN PROFESSIONAL. The CITY will be responsible for the preparation of all other CITY standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review. DESIGN PROFESSIONAL will provide review comments for CITY's incorporation as appropriate into the front-end documents and the technical specifications.
- 100% Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare one (1) opinion of probable construction cost based on the final design drawings and technical specifications developed, and any review comments received from the CITY related to DESIGN PROFESSIONAL's 90% opinion of probable construction cost submitted. The final

cost opinion presented by DESIGN PROFESSIONAL will be developed in accordance with the standards set forth by the AACE for a Class 2 estimate per the Recommended Practice (RP) 97R-18, or other applicable RP, and as described in the RP Cost Estimate Classification Matrix.

- Stormwater Pollution Prevention Plan (SWPPP). Using the CITY's approved template, and projects disturbing over 1 acre in area, prepare a SWPPP document for the project for inclusion in the bidding documents, to be executed and implemented by the contractor. The plan will include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management as described in the City's General Operating Permit (No: MOR100006) and 10 CSR 20-6.200.

Deliverables

- 100% design drawings, sealed and signed, hard copy (22" x 34")
- Original certification page, sealed and signed
- Electronic PDF files of the following documents:
 - 100% design drawings, sealed and signed
 - 100% Supplemental Technical Specifications developed by the DESIGN PROFESSIONAL; Review comments on CITY-prepared front-end documents
 - 100% Opinion of Probable Construction Cost

Task Series 600: Water Main Replacements and/or Relocations

Upon receipt of written approval and direction from the CITY on recommendations made in task 400, DESIGN PROFESSIONAL shall proceed with the development of detailed design documents.

Task 601. Water Main Relocation and/or Replacement Analysis

DESIGN PROFESSIONAL shall interface with CITY to identify water main relocation and/or replacement needs within the project disturbance extents. DESIGN PROFESSIONAL shall request and obtain copies of as-built drawings from CITY for existing water mains in the area and where connections may be made.

This task includes one (1) virtual meeting with CITY to review the project objectives, identify existing water mains within the project disturbance extents, and determine water main relocation and/or replacement needs. Once identified, DESIGN PROFESSIONAL will provide a recommended actions summary to CITY for approval to move forward into detailed design (Task Series 500).

The purpose of Task 601 is to finalize the water main replacement location, quality and scope. The general area of water main replacement is located within the follow boundary.

- General area of work - Water distribution mains (2-12 inch) and appurtenances for distribution system improvements along Brookside Boulevard from Meyer Blvd to E 51st Terrace, and along Oak Street from E 51st Street to 5001 Oak Street (Parking Garage) and adjacent side street intersections not to exceed 10,000 linear feet of pipe.

The specific design guidance for this task shall include reviewing the existing water distribution system within the project disturbance extents:

- for its ability to provide adequate capacity and pressure to all customers.
- to identify break-prone or obsolete water mains and appurtenances.

- to identify existing areas where adequate fire protection is not provided for all residences, businesses, and facilities due to fire hydrant spacing.
- to identify existing dead ends.

Major decisions and direction will be documented in the concept recommendations technical memorandum in accordance with Task 403.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of up to 70 hours are budgeted for this task. Additional design efforts may be provided upon request by the CITY and shall require Optional Services for DESIGN PROFESSIONAL compensation.

Deliverables

- Agenda and summary (.pdf) of meeting.
- Recommended actions summary (.pdf) for water main relocation and/or replacement within project extents.
- Estimated level of effort (.pdf) for design of water main relocation and/or replacement.

Task 602. Preliminary Layout Drawing Review

DESIGN PROFESSIONAL will provide preliminary layout drawings for water main replacements and/or relocations as defined in Task 601. The preliminary layout drawings will consist of base plan sheets indicating existing utilities and surface features in the right-of-way, including proposed new utility alignments, incorporating CITY's GIS information, and topographical survey data. Each plan sheet shall include a minimum of 2 representative site photographs recently obtained during the site walkthrough that indicate the alignment of the proposed utility.

DESIGN PROFESSIONAL will meet with CITY staff in the field to review the base plan sheets for the project sites and provide recommendations on utility alignments and receive CITY's comments.

Deliverables

- Electronic PDF files of the following documents:
 - Preliminary Layout Drawings (20:1 scale, plotted to 22"x34")

Task 603. 60% Design Documents

DESIGN PROFESSIONAL will provide 60% design for water main replacements and/or relocations, addressing CITY comments received on the Preliminary Layout Drawing (Task 602). 60% Design will include development of Drawings and specifications. DESIGN PROFESSIONAL will prepare preliminary (60% complete) computer-aided design (CAD) construction drawings for water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the CITY's Rules and Regulations for Water Main Extensions and Relocations and the KCWSO CAD Design Standards and Specifications. The type and composition of materials and methods detailed on the drawings shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and the Standard Technical Specifications for WSD Contracts.

- The specific design guidance for the water main replacements and/or relocations will include:
 - providing adequate capacity and pressure to all customers;
 - replacing break-prone or obsolete water mains and appurtenances and provide transfer of existing services to proposed water mains;
 - providing adequate fire protection for all residences, businesses, and facilities;
 - locating new water mains and appurtenances in the public right-of-way, avoiding

acquisition of private easements and avoiding placing new mains under street pavement if possible. If a private easement is necessary, the proposed alignment shall minimize disturbance to existing features and improvements;

- reducing dead ends by providing water main loops within the distribution system; and
 - providing sufficient valves to isolate water mains into segments to maintain water service to adjacent customers and on all sides of proposed water main junctions.
- 60% Drawings. Preliminary water plan and profile Drawings will be developed and include the following:
 - Drawings will reflect the proposed horizontal alignment approved following Task 602. Plan views will include location of existing above ground utilities and facilities, as well as dimensioning to indicate location of the proposed utility in relation to right-of-way boundaries, above ground and below ground structures, and other utilities. Any deviation from recommended spacing requirements to these elements will be indicated. Proposed fire hydrants will be indicated on the Water Plan & Profiles to provide adequate spacing. Where the replacement pipe is larger than 16-inches, the proposed water main and thrust/straddle blocks will be drawn to scale on the Water Plan & Profiles.
 - Profiles will be developed to illustrate the slope of pipeline segments and identify elevations at key points such as grade changes and utility crossings.
 - Profile will include above ground and buried utilities, crossing locations, proposed structures, fittings, and appurtenances, proposed service line tap locations, branch line/lateral connections, and temporary and permanent connection details. Vertical clearance between existing utilities and the proposed utility will be identified, where pertinent. Any crossings that do not meet WSD's standards will be indicated.
 - Construction details will include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections to minimize disruption of service to customers.
 - Drawings will include a water service transfer table, including each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Site inspections shall be performed to review if all necessary transfers are included on the drawings, and that the transfers comply fully with the Rules and Regulations for Water Service Lines dated January 2025.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of up to twenty-six (26) sheets are budgeted to be developed. Additional design efforts may be provided upon request by the CITY and shall require Optional Services for DESIGN PROFESSIONAL compensation.

- Thrust Restraint Calculations. For water main segments with a diameter greater than 16-inches, the DESIGN PROFESSIONAL will submit thrust restraint calculations. For segments with a pipe diameter 16-inches or less, thrust restraint calculations shall be submitted only when design of the restraint system deviates from the size and type of thrust restraint specified within WSD technical specifications.
- 60% Technical Specifications. To be completed in accordance with Task 501.
- 60% Opinion of Probable Construction Cost. To be completed in accordance with Task 501.
- Plan-in-Hand Field Walk: To be completed in accordance with Task 501.
- Comment/Response Log. DESIGN PROFESSIONAL will prepare a comment log for all WSD comments received and track the resolution of each comment.

DESIGN PROFESSIONAL shall perform an internal quality control review of design documents and calculations; and incorporate quality control review comments prior to submittal.

Deliverables

- DESIGN PROFESSIONAL will submit 60% Design drawings for review and comment to other utilities identified in the topographical survey and utility correspondence tasks, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed utilities. DESIGN PROFESSIONAL will document all utility contacts per Task 203.
- DESIGN PROFESSIONAL will submit thrust restraint calculations (.PDF) as necessary.
- See deliverables associated with Task 501.

Task 604. 90% Design Documents

The 90% design submittal is meant to provide the CITY an opportunity to review the construction drawings prior to the 100% completion and before advancement to 100% design. DESIGN PROFESSIONAL shall continue to advance drawings during the 90% review period.

- 90% Drawings. To be completed in accordance with Task 502.
- 90% Technical Specifications. To be completed in accordance with Task 502.
- 90% Opinion of Probable Construction Cost. To be completed in accordance with Task 502.

Deliverables

- See deliverables associated with Task 502.
- DESIGN PROFESSIONAL will submit 90% Design drawings for review and comment to other utilities per Task 602.

Task 605. Final Design & Construction Documents

The purpose of the 100% design submittal is to provide the CITY the opportunity to review the drawings, specifications, and pertinent material prior to submitting for bidding the project for construction.

- 100% Drawings. To be completed in accordance with Task 503.
- 100% Technical Specifications. To be completed in accordance with Task 503.
- 100% Opinion of Probable Construction Cost. To be completed in accordance with Task 503.

Deliverables

- See deliverables associated with Task 503.

Task Series 700: Bid Phase Services

DESIGN PROFESSIONAL shall assist CITY in facilitating an in-person pre-bid meeting. CITY shall be responsible for providing a location for the pre-bid meeting at WSD offices.

- DESIGN PROFESSIONAL will prepare and submit an agenda to CITY prior to meeting
- DESIGN PROFESSIONAL will prepare and distribute meeting summary following the meeting
- Meeting will be attended by up to three (3) members of the DESIGN PROFESSIONAL team

DESIGN PROFESSIONAL will answer written questions from prospective bidders and will maintain a record of telephone requests and questions from prospective bidders that may be used in preparing addenda to the contract documents. DESIGN PROFESSIONAL will prepare and provide addenda to CITY for distribution, as appropriate, to interpret, clarify, or expand the contract documents, as necessary. To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of up four (4)

addendums are budgeted to be developed.

The DESIGN PROFESSIONAL will review and evaluate the low bidder and submit a written recommendation of award to CITY. Consideration will be given to contractor's experience on previously completed work, the acceptability of major subcontractors, responses received from references, and equipment proposed by bidders. CITY shall provide one (1) copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.

Optional Services

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services or in excess of the quantities stated as the basis for DESIGN PROFESSIONAL's fee estimate listed above shall be classified as Optional Services. DESIGN PROFESSIONAL's contract maximum upper limit for compensation includes an allowance amount for Optional Services not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services shall not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount, unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services shall include, but not limited to:

- Additional Survey services in excess of the amount specified in Task 201.
- Additional Geotechnical services in excess of the amount specified in Task 202.
- Easement descriptions in excess of the amount and types specified in Task 204.
- SUE Quality Level A or B location of existing utilities.
- Additional permitting than what is described above, if required.
- Additional sanitary sewer design in excess of level of effort defined in Task 402 and Task Series 500.
- Additional waterline design in excess of level of effort defined in Task Series 600.

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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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

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

DRAFT

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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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

DRAFT

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

DRAFT

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

DRAFT

ATTACHMENT G

TRUTH-IN-NEGOTIATION CERTIFICATE

DRAFT

ATTACHMENT H

**AFFIDAVIT OF COMPLIANCE WITH
FEDERAL CONSENT DECREE**

DRAFT

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 JACKSON)

I, Jason Garder, having full authority to act on behalf of Burns & McDonnell Engineering Company, Inc., 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/6428/637534718121930000>. 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.

DRAFT

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 SUBCONTRACTOR LISTING

DRAFT

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

DRAFT

ATTACHMENT J



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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