

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81000693    CONTRACT NO. 1404**  
**LITTLE BLUE RIVER PROJECT AREA 2 (SOUTH)**  
**INFLOW AND INFILTRATION (I/I) REDUCTION PROJECT**  
**OFFICE OF THE CITY MANAGER**

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

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

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

The purpose of this project is to rehabilitate aging sewer pipes to like-new conditions and to restore capacity to the wastewater collection system, thereby reducing the volume and frequency of separate sanitary sewer overflows.

This Project is included in the Federal Consent Decree regarding the City of Kansas City, Missouri’s 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 on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment 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.

**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 **\$503,000.00**, as follows:
1. **\$299,852.00** 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**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**.
  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 **\$197,920.00**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work. Compensation for subcontractor field investigations shall be based on the unit prices listed in **Attachment D**.
  4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$5,228.00** 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**. In addition, field investigation labor will be compensated on a unit price basis using the unit prices listed in **Attachment D**. 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.**

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, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

**City:**

**Office of the City Manager**

Andy Shively, P.E.

Special Assistant City Manager

4800 E. 63<sup>rd</sup> Street

Kansas City, MO 64130

Phone: (816) 513-0304

Facsimile: (816) 513-0226

E-mail address: [andy.shively@kcmo.org](mailto:andy.shively@kcmo.org)

**Design Professional:**

**HNTB Corporation**

John Blancett, P.E.

715 Kirk Drive

Kansas City, MO 64105

Phone: (816) 527-2539

E-mail address: [jblancett@hntb.com](mailto:jblancett@hntb.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 E**, incorporated into this Agreement.

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

**Attachment A** – Scope of Services

**Attachment B** – Electronic Data Requirements

**Attachment C** – Engineering Fee Summary and Schedule of Position Classifications

**Attachment D** – Unit Prices

**Attachment E** – Licensed Geographical Information System Data

**Attachment F** – HRD Documents

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

**Attachment G** –Employee Eligibility Verification Affidavit

**Attachment H** – Truth-In-Negotiation Certificate

**Attachment I** – Affidavit of Compliance with the Federal Consent Decree

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0487-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.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>

**Attachment J** – Non-Construction Subcontractors Listing

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

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

Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

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



## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

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

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

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec 3. Insurance.

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



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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

#### **Sec. 4. Design Standards and Endorsement.**

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

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

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

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

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

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

#### **Sec. 5. Copyright and Ownership of Documents.**

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

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

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

### **Sec. 6. Governing Law.**

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

### **Sec. 7. Compliance with Laws.**

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

### **Sec. 8. Termination for Convenience.**

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

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

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

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

### **Sec. 9. Default and Remedies.**

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

### **Sec. 10. Waiver.**

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

or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

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

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

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

#### **Sec. 14. Severability of Provisions.**

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

being performed in accordance with the intentions of the parties.

#### **Sec. 15. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Affirmative Action.**

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

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

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

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

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

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

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

#### **Sec. 17. Tax Compliance.**

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

#### **Sec. 18. Assignability and Subcontracting.**

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

subcontracting as otherwise provided for herein.

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

#### **Sec. 19. Conflicts of Interest.**

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

#### **Sec. 20. Conflict of Interest - Certification.**

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

#### **Sec. 21. Buy American Preference.**

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

#### **Sec. 22. Independent Contractor.**

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

#### **Section 23. Employee Eligibility Verification.**

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

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

#### **Section 24. Truth-In-Negotiation Certificate**

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

#### **Section 25. Consent Decree Project**

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

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and

in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

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

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**



## ATTACHMENT A

### SCOPE OF SERVICES

Design Professional: HNTB Corporation  
Owner: City of Kansas City, Missouri  
Project: Little Blue River Project Area 2 – South I/I Reduction Project  
City Contract No: 1404  
City Project No: 81000693

#### 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 to facilitate the implementation of rehabilitation recommendations for reducing inflow and infiltration (I/I) flows into the sanitary sewer system in the Little Blue River Project Area 2 -South in Kansas City, Missouri.

- A. The Project. The City of Kansas City (CITY), Missouri, intends to reduce I/I flows in the sanitary sewer system by implementing rehabilitation recommendations in Little Blue River Project Area 2 South basin, which is located south of the Missouri River. 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 of Kansas City, Missouri's 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 is undertaking this Project as mandated by the Federal Consent Decree to prepare preliminary and construction contract documents for the I/I reduction project as part of the Smart Sewer Program. The project focus on I/I reduction through rehabilitation of public sanitary sewers and manholes within the project area. The project contains approximately 152,000 linear feet of 6-inch to 42-inch diameter sewer mains and 681 manholes.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide construction phase services for the project.
- E. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of professional services for the development and implementation of rehabilitation recommendations for reducing I/I flow and volume in the project area. This Scope of Services includes review of closed circuit television (CCTV) inspection and

manhole inspection data collected by CITY for the project area and smoke and dyed water testing of the public sanitary sewers 6-inches to 42-inches in the project area. The determination of which sewer lines to be rehabilitated and DESIGN PROFESSIONAL's design services for rehabilitation of sewer pipes and manholes selected by CITY shall be based on a prioritization method discussed herein. The Work consists of the following professional services:

1. Flow and Rainfall Monitoring Data Analyses
2. Smoke Testing and Dyed Water Testing
3. Field Data Evaluation and Rehabilitation Recommendations
4. Development of Preliminary Recommendations for Sewer System Rehabilitation
5. Development of Construction Contract Documents

F. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - PROJECT MANAGEMENT AND ADMINISTRATION
2. Task Series 200 - PUBLIC INVOLVEMENT AND COORDINATION
3. Task Series 300 - FLOW AND RAINFALL DATA ANALYSES
4. Task Series 400 - SMOKE TESTING AND DYED WATER TESTING
5. Task Series 500 - FIELD DATA EVALUATIONS AND REHABILITATION RECOMMENDATIONS
6. Task Series 600 - DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND LIMITED SPECIFICATIONS FOR SEWER SYSTEM REHABILITATION
7. Task Series 700 - GIS
8. Task Series 800 - BID PHASE SERVICES

G. 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.

H. 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 Task Series 200, 300, 400, 500 and 600 within 430 calendar days following NTP provided the CITY's distribution of field information (system characterization, manhole inspection data and CCTV data) is provided by the CITY to the DESIGN PROFESSIONAL no later than the date(s) stated in Section V. 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 fourteen (14) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a fourteen (14) 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 AND ADMINISTRATION**

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

#### **Task 101** Project Management Services

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

**Task 102** Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report and updated schedule, which shall accompany the monthly invoice submittal. A PDF copy of the invoice and project status report shall be uploaded to the CITY's Aconex document management system. The CITY will provide a template for the project status report. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall have labor hours and fee and unit price items broken down by task series and shall be in general conformance with the invoice template provided by CITY. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of the DESIGN PROFESSIONAL's ability to meet M/WBE participation goals and project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed, and the earned value of the completed work for each task series. The schedule shall be updated to reflect the progress reported in the status report. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

**Task 103** Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

**Task 104** Quality Control

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

**Task 105** Project Kickoff Meeting

After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, the proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

**Task 106**    Work Plan

1.    **Work Plan Format.** DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
  - a.    A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
  - b.    A summary of the project's scope of services.
  - c.    Detailed cost-loaded schedule for performance of all work. The cost-loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
  - d.    Define any issues requiring special coordination with CITY, and/or adjacent projects.
2.    **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

**Task 107**    Monthly Progress Meetings

Participate in up to fourteen (14) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items shall be discussed. DESIGN PROFESSIONAL shall prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

**TASK SERIES 200 - PUBLIC INVOLVEMENT AND COORDINATION**

**Task 201**    **Smoke Testing Notification and Door Hangers**

Prior to mobilizing for smoke testing activities, the DESIGN PROFESSIONAL shall distribute mailers to all affected properties owners. DESIGN PROFESSIONAL shall provide City with a project boundary and the City will provide mailing addresses from the customer service system.

Prior to beginning smoke testing activities, DESIGN PROFESSIONAL shall distribute a project-specific door hanger providing notification of smoke testing. The City will be responsible for drafting the door hanger. The DESIGN PROFESSIONAL shall be responsible for printing and distribution of the door hangers per Task 402.

## **Task 202      Communication with Property Owners**

Assist City with responding to inquiries from businesses and property owners throughout the duration of the smoke testing, dye testing, and preliminary design phase of the project. Document communications with property owners and promptly provide copies of said documentation to the City. The City shall respond to requests for information from public officials and the media.

Assist the City in identifying up to 50 property owners within the basin to directly communicate and coordinate field activities. These property owners shall include large warehouses, factories, hospitals, schools, nursing homes or other facilities that could be substantially impacted by smoke testing work. The DESIGN PROFESSIONAL shall coordinate on-site meeting with an owner's representative, provide materials prepared as part of Task 201, coordinate schedule of field activities, including access to property to perform and monitor smoke and dyed water testing. If the estimate above is not adequate, the additional large property owners, over the estimate above, shall be added as Optional Services.

## **TASK SERIES 300 - FLOW AND RAINFALL DATA ANALYSES**

### **Task 301      Review and Analyze Flow and Rainfall Monitoring Data**

DESIGN PROFESSIONAL shall review the pre-rehabilitation flow and rainfall data provided by CITY and perform analyses of the data in accordance with Section 5 of the March 2017, Flow Metering and Data Analysis Protocol (FMDA). Analyses activities include, but are not limited to:

1. Analysis of flow and rainfall monitoring data
2. Determination of Average Daily Dry Weather Flow (ADDF)
3. Determination of high groundwater infiltration
4. Determination of inflow
5. Determination of Peak System Flow Rates vs. System Capacity
6. Preparation of Volumetric and Statistical Analyses

### **Task 302      Submit Flow and Rainfall Monitoring Data Analysis Report**

Submit the following for CITY review:

1. Two (2) printed copies and one PDF copy of the Draft Flow and Rainfall Monitoring Data Analysis Report for determination of I/I quantities for pre-rehabilitation conditions as described in Section 5 of the FMDA Protocol.
2. Two (2) printed copies and one PDF copy of the Final Flow and Rainfall Monitoring Data Report for determination of I/I quantities for pre-rehabilitation conditions that incorporates review comments and input from the CITY.

## **TASK SERIES 400 - SMOKE TESTING AND DYED WATER TESTING**

### **Task 401** Smoke Testing Notification

Daily notification of smoke testing to the City specified dispatcher and City Police and Fire Departments. Distribute smoke testing door hangers to affected residents no later than 48 hours prior to smoke testing. Notification procedures shall be conducted in accordance with requirements found in the October 2017, Smoke Testing Protocol.

### **Task 402** Smoke Testing

Following receipt of system characterization data from the CITY, perform smoke testing on up to approximately 152,000 linear feet of sewer pipe on pipe segments 6” up to 42” in the project area to identify I/I sources from both the public and private sector. Develop field maps using system data provided by the CITY. Smoke testing shall be completed in accordance with requirements found in the WSD Smoke Testing Protocol, dated October 2017. Suspect inflow sources shall not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. No private property building inspections shall be performed. Confirmation of repair solutions must be reviewed and confirmed during design. Payment for smoke testing shall be based on the approximate linear feet of pipe listed below on a per foot basis as listed in **Attachment D**.

### **Task 403** Dyed Water Testing

Dyed water testing of certain confirmed and suspected I/I sources identified by smoke testing shall be performed at up to 25 public and 25 private locations in each project area to verify their direct connection to the sewer system. Obtain approval and coordinate locations for dyed water testing with CITY. Presence of dyed water in the sewer system downstream of the test verifies the I/I source connection. Dyed water testing shall be completed in accordance with requirements found in the WSD Dyed Water Testing Protocol dated September 2013 to identify I/I sources from both the public and private sector. Suspect inflow sources shall not be allowed to be submitted on inspection forms or in the database(s). All potential inflow sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether or not the source exists. Solutions on specifically what to fix or repair to remove these inflow sources shall be made by experienced personnel at the time of the field confirmation, not during office analysis. Repair solutions shall be reviewed and confirmed during design. These potential inflow sources may include downspouts, broken private lateral cleanout caps, driveway drains, area drains, exterior stairwell drains, and other public or private infrastructure. Photographic records shall be made of each confirmed source identified during dyed water testing. All dyed-water tests shall be recorded on CITY field forms. Payment for each dyed water test shall be based on a unit price basis for each test as listed in **Attachment D**.

### **Task 404** Dye Testing Defect Summary

Summarize I/I sources identified from smoke and dye testing. A running summary of identified I/I sources during the course of the project shall be kept for progress meeting review.

## **Task 405** Deliverables

Prepare and provide deliverables in accordance with the protocols.

## **TASK SERIES 500 - FIELD DATA EVALUATIONS AND REHABILITATION RECOMMENDATIONS**

### **Task 501** Field Data Review

1. Identify and List Defects. Review CCTV inspection video and manhole inspection data provided by the CITY and smoke and dye testing results obtained by the DESIGN PROFESSIONAL. The reviews should identify defects in main sewers, manholes, and service lateral connections, as well as private defects. Reference the applicable WSD protocols for field data evaluation guidance and the WSD Guidance Documents for design guidance. Reference documents include:
  - a. Manhole Inspection Protocol, July 2014
  - b. Smoke Testing Protocol, October 2017
  - c. CCTV Investigation Protocol, July, 2016
  - d. Dyed Water Testing Protocol, September 2013
  - e. Flow Metering and Data Analysis Protocol, March 2017
  - f. I/I Quantification and Rehabilitation Selection Guidance Document (I/I Document), July 2015
2. Assign NASSCO Quick Rating to Assets. Modify if necessary the NASSCO Quick Rating (QR) score assigned to each sewer main segment during CCTV inspections. Include both structural and I/I defects in the NASSCO QR. Do not consider maintenance related defects that do not contribute to I/I in the QR score.
3. Assign I/I to Assets. Assign I/I flow rates to each defect identified through manhole inspections and main sewer CCTV investigations. Smoke and dyed water testing data shall be used to supplement the defects identified by manhole and CCTV inspections and to help determine the severity of defects. I/I flow rates shall be assigned per the I/I Document. Follow the guidelines in the document to calculate a Project Specific Adjustment Factor for each basin to be applied to the unit defect flow rates. Using the adjusted unit defect flow rates, calculate the I/I rate per asset.
4. I/I Flow Balance. An I/I flow balance shall be conducted by comparing identified I/I from source defects to actual basin flow monitoring results as determined under Task Series 300. I/I percentages for manholes and main sewers as compared to total basin I/I shall be calculated.
5. Submittals. The following information shall be submitted to the CITY a minimum of 10 days prior to the I/I Quantification Workshop to be performed under Task 502. The following information shall be provided per sub-basin. Example tables and graphs are included in the I/I Document and are referenced in parentheses below.
  - a. Master Defect Database (Figure 1) – Database to include line segments and



manholes. Do not include costs for this submittal.

- b. I/I Flow Rate versus Asset (Figure 2) – Provide separate graphs for line segments and manholes.
- c. Main Sewer Segment QR Grade Classification Summary Table (Figure 3)
- d. Manhole Condition Summary Table (Figure 5)
- e. Monitored and Defect I/I Table (Figure 7)
- f. Basin Characteristics

**Task 502** I/I Quantification Workshop

Arrange and facilitate a workshop, up to two hours in length, with the CITY to present the results of the I/I assignments and flow balance. The CITY will review the information and provide any recommendations on the I/I quantification to the DESIGN PROFESSIONAL. Document comments received during the workshop and any action items. Prepare workshop meeting minutes and submit to CITY within 10 days of the workshop.

**Task 503** Preliminary Assets Recommended for Repair

1. Identify Assets for Repair Recommendations. Identify for further review all sewer segments that have major defects (for example pipes with a QR of 4100 or greater). Identify sewer segments that fall within the effective area of the knee of the curve as identified at the I/I Quantification Workshop.

Identify manholes for further review if there is one or more component that receives a defect rating of “poor” or there is one or more component that receives an I/I rating of “medium” or “heavy”. Also identify manholes that fall within the effective area of the knee of the curve as identified at the I/I Quantification Workshop.

2. Determine Repairs to Assets. Develop recommended methods for rehabilitation of main sewer segments, manholes, and private lateral connections including:
  - a. Point repairs for localized defects
  - b. Complete replacement of manholes and main sewer segments using open cut methods or pipe bursting
  - c. Cured-in-place lining
  - d. Cementitious manhole lining
  - e. Alternate CITY approved rehabilitation methods

Assign a method of repair to each main sewer segment and manhole being recommended for rehabilitation.

The connections for all private service laterals on main sewer segments identified for rehabilitation shall be identified for rehabilitation for a minimum distance of 18”. Lateral rehabilitation shall address the need for repair of the lateral connection as identified during CCTV of the main sewer segment. Identify all service laterals for which

reinstatement may not be needed based on CCTV inspection review. Service laterals shall be identified by service address.

3. Assign Costs. Develop asset repair costs for main sewer segments, manholes, and service laterals. The cost of rehabilitation per main sewer segment shall include the cost for service lateral rehabilitation. Costs shall be determined using rehabilitation cost data provided by the City.
4. Diminishing Returns Analysis. Calculate the cost-effectiveness ratio to remove I/I by dividing the estimated rehabilitation cost per asset by the calculated I/I flow contributed per asset.

Provide an Excel spreadsheet with the assets sorted by cost-effectiveness with the most cost-effective assets (lowest cost per I/I removed) at the top. Include in the spreadsheet the asset I/I and asset cost as well as the cumulative I/I and cumulative cost.

Prepare a graph of the cumulative dollars per gallon per day (\$/gpd) versus the percent I/I removed. Identify the point of diminishing returns on the graph. Provide a comparison of recommended segments to be rehabilitated to those determined under Task 502.

5. Maps of Assets to Repair. Prepare two maps. The first map shall include color coding of main sewer segments based on their NASSCO QR. Color coding shall be based upon the highest defect grade (3, 4, or 5), but pipes with QR ratings of 0,1, or 2 do not need to be color coded. Label segments with pipe diameter, QR, and number of defects which contribute I/I. Color code any manhole based on a condition rating of “fair” or “poor”. Rating shall be based on the worst condition rating identified per manhole.

The second map will be of all main sewer segments and manholes recommended for repair. Color code the assets based on the type of recommended repair. Label segments with pipe diameter, QR, and cost-effectiveness to repair (\$/gpd).

#### **Task 504** Private I/I Source Identification

Identify private inflow sources for possible disconnection from the sewer system. Log all defects found on each private property parcel identified by address. Private defect addresses shall also be associated with a public asset (i.e. list the public sewer main where the lateral is connected). Private property defects shall not be included in the accumulated defect flows calculated for the Public I/I evaluation. All private I/I logs shall be provided to the CITY. Include recommendations for disconnection of inlets, area drains, and other public direct inflow sources.

#### **Task 505** Preliminary Design Workshop

Arrange and facilitate a preliminary design workshop, up to two hours in length, with the CITY to present assets to be repaired, rehabilitated, or replaced, estimated I/I removal amounts, and estimated costs. CITY construction budget will be discussed. The CITY will review the information and provide input on the assets to be included in the preliminary design documents. Document comments received during the workshop and any action items. Prepare workshop meeting minutes and submit to CITY within 10 days of the workshop.

**Task 506** Finalize Assets Recommended for Repair

Finalize asset selection for repair based on comments received at the Preliminary Design Workshop. Include the following in the recommendations:

1. Work Orders and Basement Backup Data. Consider and incorporate CITY's list of historical and outstanding work orders and basement backup data into the rehabilitation recommendations.
2. Total System Approach. Manholes on both ends of a main sewer segment identified for rehabilitation or replacement are to be rehabilitated with a lining material or replaced. A main sewer segment not recommended for rehabilitation but that is located between segments receiving rehabilitation or replacement should be evaluated to determine if it is cost effective to rehabilitate or replace.

**Task 507** Preliminary Opinion of Probable Construction Cost

Prepare a preliminary opinion of probable construction cost for assets recommended for rehabilitation or replacement. This estimate shall be a Class 3 estimate consistent with AACE standards. The expected accuracy on the low end shall be -10 to -20 percent and the expected accuracy on the high end shall be from +10 to +30 percent.

**Task 508** Draft Preliminary Design Report

Prepare a draft report of the findings from the field data review, I/I quantification, and preliminary recommendations for system rehabilitation for the project area as described in Tasks 501 to 507. The draft report shall include at a minimum the following sections:

1. Executive Summary
2. Introduction
3. Summary of Existing System Field Investigations
4. I/I Quantification
5. Preliminary Rehabilitation Analysis
6. Recommended Improvements
7. Estimated I/I Removal
8. Private Sector I/I
9. Preliminary Opinion of Probable Construction Cost
10. Conclusions

Prepare draft main sewer and manhole rehabilitation schedules in MS Excel format and submit as appendices to the Draft Preliminary Design Report.

Provide updated rehabilitation maps for submittal with the Draft Preliminary Design Report. The map shall include all main sewer segments and manholes recommended for repair. Color code the

assets based on the type of recommended repair. Label segments with pipe diameter, QR, and cost-effectiveness to repair (\$/gpd).

Submit to the CITY two printed copies and one PDF file of the Draft Preliminary Design Report.

**Task 509** Final Preliminary Design Report

Incorporate draft review comments into the Final Preliminary Design Report. Submit to the CITY two printed copies and one PDF file of the Final Preliminary Design Report within 30 days of receiving review comments from the CITY.

**TASK SERIES 600 - DEVELOP CONSTRUCTION CONTRACT DRAWINGS AND LIMITED SPECIFICATIONS FOR SEWER SYSTEM REHABILITATION**

**Task 601** Develop 60% Construction Contract Documents

After submittal of the final design report and approval of recommended rehabilitation measures, prepare 60% design schedules and drawings for review by CITY. The 60% design level schedules and drawings shall include a draft of the final rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easement.

Contract drawings are not required. Maps for rehabilitation shall be generated from the City's GIS data, and shall be appendices to the specifications. Maps shall include City's orthophoto data, all manhole numbers, and shall highlight manholes and mainlines to be rehabilitated. Location of service laterals shall be tabulated on the maps.

Prepare an updated opinion of probable construction cost based on the 60% Design Plans developed and any comments received from the CITY of its review of the Preliminary Opinion of Probable Cost submitted. The 60% cost opinion shall be Class 2 consistent with ACE standards. The expected accuracy on the low end shall be -5 to -15 percent and the expected accuracy on the high end shall be from +5 to +20 percent.

The DESIGN PROFESSIONAL's services shall be based on the following understandings:

1. All of the sewer lines are located within existing permanent easements.
2. Construction Contractors shall have right of ingress and egress during construction and assume no temporary construction easements will be required
3. Lateral line rehabilitation and repair performed in the right-of-way, if any, may be from the sewer main to sound pipe or to the approximate right-of-way line, as determined by the City. Right-of-way line shall be located based upon the City's GIS data and shall not be surveyed in the field.
4. Lateral line rehabilitation and repair performed in mainline sewer easements, if any, may consist of rehabilitation or repair of the mainline lateral connection and rehabilitation or repair of a portion of the lateral to the easement line, as determined by the City. Easement limits shall be established utilizing the City's GIS data. Research for identifying easement limits is not included in the basic scope of services and will be performed as

an Optional Service once the lines recommended for rehabilitation have been determined.

**Task 602** Submit 60% Construction Contract Documents

Submit two hard copies and a PDF of 60% design documents for review by CITY. Conduct a two-hour review meeting with the City to discuss review comments and changes to the 60% design documents. Incorporate review comments into the 90% Construction Contract Documents as necessary.

**Task 603** Plan in Hand Walk Through

Within 30 days of completing the 60% Construction Contract Documents. 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 and specifications 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.

**Task 604** Develop 90% Construction Contract Documents

The 90% design submittal is meant to be a complete, bid-ready set of construction documents. The purpose of the 90% design submittal is to provide the CITY and OCP Team the opportunity to review the plans, specifications, and appurtenant material prior to submitting bidding the project for construction. DESIGN PROFESSIONAL shall prepare and submit 90% contract documents for review by CITY. The 90% documents shall include the final plans, rehabilitation maps and schedules for manhole, mainline and private lateral connection rehabilitation within the City right of way or permanent sanitary sewer easements. Incorporate review comments from CITY's review of the 60% design documents. CITY staff shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents and Divisions 1 through 16 (CSI format). The DESIGN PROFESSIONAL shall provide Sec. 01015 – Specific Project Requirements and Sec. 01270 – Measurement and Payment to CITY. CITY shall submit the Project Manual to DESIGN PROFESSIONAL for review, comment, and final development.

**Task 605** Submit Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 90% Design Plans developed and any comments received from the CITY of its review of the 60% Opinion of Probable Cost submitted. The 90% cost opinion shall be Class 1 consistent with ACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent. The opinion of probable construction cost shall include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

**Task 606** Submit 90% Construction Contract Documents

Submit the following for City review:

1. Four (4) printed and bound sets of 90% plans, maps, and schedules.

2. Four (4) printed and bound sets of 90% technical specifications.
3. Four (4) printed and bound sets of the 90% Opinion of Probable Cost.
4. PDF files of plans, specifications, and 90% Opinion of Probable Cost

The City will distribute plans to the appropriate City departments and staff for review. Conduct a two-hour review meeting with the City to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

**Task 607** Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final design documents including rehabilitation drawings, maps, schedules, and specifications.

Prior to submittal of the signed and sealed Construction Contract Documents, the DESIGN PROFESSIONAL shall submit one (1) hard copy of the corrected final documents for review and acceptance by the CITY.

**Task 608** Opinion of Probable Construction Cost

Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal. Prior to submittal

**Task 609** Deliverables

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: 1 copy; "D" size and sealed by a registered professional engineer licensed in the State of Missouri.
2. Electronic Contract Drawings: 1 copy; Per **Attachment B** and AutoCAD (.dwg) files.
3. Electronic Contract Specifications: 1 copy; all copies – PDF and WORD.
4. Final Opinion of Probable Cost.

**TASK SERIES 700 - GIS**

**Task 701** GIS Update

The DESIGN PROFESSIONAL is to prepare and provide an updated ArcGIS 10.x geodatabase that follows the geodatabase schema provided by the CITY. DESIGN PROFESSIONAL is to update the GIS database based on construction design documents by the DESIGN PROFESSIONAL following the evaluation of CCTV, manhole inspection data, smoke testing, and dyed water testing. Any updates to the GIS database will be noted on the GIS feature by the DESIGN PROFESSIONAL.

DESIGN PROFESSIONAL understands the manhole inspections and CCTV inspections provided by the CITY in the first deliverable will not contain all manholes and sewers in the project area. Manholes that could not be located, opened, or accessed and sewers that could not be accessed

will not be included in the first deliverable. Throughout the course of design and CCTV, the CITY will continue to locate, open and access these manholes and sewers and complete manholes inspections. Upon DESIGN PROFESSIONAL's receipt of the second deliverable of manhole inspections and CCTV; DESIGN PROFESSIONAL shall incorporate the system characterization attributes associated with these inspections into the GIS update prior to submitting to the CITY.

DESIGN PROFESSIONAL shall assume an additional 10-15% of the total manholes and 5-10% of the total sewers will be delivered in a second inspection package.

The DESIGN PROFESSIONAL will be provided documentation that outlines the required GIS attributes per GIS layer to be edited and valid values for the attribute information. In addition to the required attribute fields being populated, DESIGN PROFESSIONAL is to ensure pipe to structure connectivity is maintained.

If the DESIGN PROFESSIONAL recommends removing or deleting a GIS feature, that feature must be added to a deleted feature class and provided to the CITY with a description of why the feature was deleted.

## **TASK SERIES 800 - BID PHASE SERVICES**

### **Task 801 Pre-Bid Conference**

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

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

### **Task 802 Submit Engineer's Opinion of Probable Construction Cost**

Update the Final Class 1 cost opinion submitted under Task 608 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

#### **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services 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:

- A. Analysis of additional flow meters and rainfall gauges for the flow monitoring periods.
- B. Performance of additional smoke testing in excess of footage quantity defined in the Basic Scope of Services.
- C. Performance of additional dyed water testing in excess of the quantity defined in the Basic Scope of Services.
- D. Research for identifying easement limits and assisting City with appraisal and/or acquisition of easements.
- E. Conducting topographic survey or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements or open-cut replacement of sewers, if required.
- F. Preparation of plan and profile construction drawings for open-cut replacement of sewers.
- G. Utility coordination associated with open-cut replacement of sewers.
- H. Assistance with easement acquisition, including but not limited to obtaining Ownership Certifications (Ownership and Encumbrance reports) and preparing legal descriptions of easements and easement exhibits, if required.
- I. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- J. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- K. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- L. Assistance with bid protests and re-bidding.
- M. Assistance with evaluation of substitutions and "or equals" during bidding.
- N. Performance of construction phase administration and observation services.
- O. Preparation of as-built record drawings and rehabilitation schedules after construction, if required.



- P. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
  - 1. Changes in size or complexity;
  - 2. CITY's project schedule, design, or character of construction;
  - 3. Method of financing or availability of funding;
  - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
  - 5. A change to the number of bid packages, which is assumed herein to be one package.
- Q. Providing Post Construction Flow Monitoring.
- R. Providing additional public outreach and notification or attendance at public hearings or special boards, if required, including but not limited to additional effort responding to inquiries from property owners and public officials during the duration of the field investigation, design and bid phases of the project beyond the quantity defined in Task Series 200 of the Basic Scope of Services.

## **V. CITY'S RESPONSIBILITIES**

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

- A. Provide assistance by placing at DESIGN PROFESSIONAL's disposal available information pertinent to the assignment, including GIS data, CCTV and manhole inspection data, previous reports, drawings, specifications, and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. CITY's Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
- C. Bidding Services. CITY will provide the following bidding phase services:
  - 1. Conduct the pre-bid conference.
  - 2. Prepare Bid Tabulation. Provide copies of bids to DESIGN PROFESSIONAL for evaluation.
  - 3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval.

(End of Scope of Services)

**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

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

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

**ATTACHMENT C**

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

**ATTACHMENT D**  
**UNIT PRICES**

## ATTACHMENT E

### 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 F**

## **HRD DOCUMENTS**

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

# ATTACHMENT G

## 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:

**ATTACHMENT H**

Truth-In-Negotiation Certificate

City of Kansas City, Missouri Overflow Control Plan (“OCP”)

Civil Action No. 4:10-cv-0487-GAF

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

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

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

\_\_\_\_\_

Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ 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**

**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-0487-GAF

STATE OF MISSOURI    )

) ss.

COUNTY OF JACKSON    )

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

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

\_\_\_\_\_

Signature of affiant

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

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

# ATTACHMENT J

## 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: \_\_\_\_\_