

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT/CONTRACT NO. 80002132/9472
MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT
WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and **Black & Veatch 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 preparation of an engineering report, detailed design, and final plans for review and approval by MDNR.

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.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **\$4,011,980.00** as follows:

1. **\$2,487,850.00** 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 is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed **\$1,139,130.00**. 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.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **Three Hundred Eighty Five Thousand and No/100 Dollars (\$385,000.00)** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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 offset until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
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:

KC WATER

Terry Leeds, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0528
Facsimile: (816) 513-0288

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

Design Professional:

BLACK & VEATCH CORPORATION

Contact: Patrick O'Neill
Address: 8400 Ward Parkway,
Kansas City, MO 64114
Phone: (913) 458-4308
E-mail address: OneillPA@bv.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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 (See Exhibit A)

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Sec. 10. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

Sec. 11. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

Sec. 12. Contract Information Management System. Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 13. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 6/3/2019

By: Patrick O'Neill

Name: Patrick O'Neill

Title: Associate Vice President

7/15/2019

Date: _____

KANSAS CITY, MISSOURI

DocuSigned by:

By: Sean Hennessy

Name: Sean Hennessy

Title: Director, KC Water

Approved as to form:

DocuSigned by:

Mark Jones

0909E44CF75D420...

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:

Theresa Danielson

7/18/2019

E0E2BF64764D4B6...

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

B. Design Professional shall use

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

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

Sec. 5. Copyright and Ownership of Documents.

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

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

not prohibit Design Professional from subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

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

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

Sec. 24. Quality Services Assurance Act.

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

ATTACHMENT A SCOPE OF SERVICES

Owner:	City of Kansas City, Missouri, Water Services Department
Design Professional:	Black & Veatch Corporation
Project Title:	Modernization Improvements at the Water Treatment Plant
WSD Contract No.:	80002132
WSD Project No.:	9472

PROJECT DESCRIPTION

The goal of the project is to modernize the water treatment plant by addressing rehabilitation needs, optimize the treatment process, increase the treatment capacity from 240 to 270 mgd, and eliminate restrictions to increase the hydraulic capacity to 300 mgd. This scope of services includes Preliminary Design and Final Design & Bidding Services for Bid Packages No. 1 and No. 2. A future amendment will be prepared to include Final Design & Bidding Services for Bid Package No. 2.

The Project includes the following major components:

- A facility condition assessment to identify and prioritize rehabilitation improvements
- Hydraulic evaluations to identify flow restrictions and develop improvements to achieve 300 mgd
- Computational fluid dynamics (CFD) modeling to identify opportunities to optimize the treatment processes
- Bench-scale testing of disinfection modifications to achieve the desired capacity during winter months while complying with regulatory requirements, and for optimization of the treatment processes in the Primary and Final Basins and Recarbonation Channel
- Pilot testing of a high rate settling technology (Plate Settlers) to improve the settling performance within the Final Basins
- Full-scale filter pilot to evaluate dual media performance
- Primary Basin equipment modifications to optimize the treatment process
- Biofiltration evaluation to determine the advantages and disadvantages of implementing this process
- Tracer testing of two basin trains and the clearwell/reservoir system to update the baffling factor to calculate CT (primary disinfection)

- Development of a predictive water quality model to facilitate operations under changing water quality conditions and the development of an interactive process flow diagram
- Preliminary Design, Final Design, and Bidding Services for two bid packages consisting of the replacement of the Secondary Basin equipment including the launders/weirs, residual collection equipment and the access walkways, and improvements to the Primary Basins, Parshall Flumes, Disinfection, and Filters for increased hydraulic capacity and treatment performance
- A Risk & Resiliency Assessment and update to the Emergency Response Plan to comply with the America's Water Infrastructure Act

The Scope of Services to address these major components is organized into 6 major task series including:

- Task Series 100: Project Management
- Task Series 200: Preliminary Design
- Task Series 300: Final Design – Bid Package No. 1
- Task Series 400: Final Design – Bid Package No. 2
- Task Series 500: Risk & Resiliency Assessment and Emergency Response Plan
- Task Series 600: Optional Services

PROJECT SCHEDULE

The Base Scope of Services will be completed within 600 calendar days following the City's issuance of the Notice to Proceed (NTP).

- Task Series 100 will be completed within 600 calendar days from the NTP
- Task Series 200 will be completed within 600 calendar days from the NTP
- Task Series 300 will be completed within 300 calendar days from the NTP
- Task Series 500 will be completed within 365 calendar days from the NTP

BASE SCOPE OF SERVICES

TASK SERIES 100: PROJECT MANAGEMENT

Task 100: Conduct Project Administration Services. Design Professional will provide project management functions required to successfully complete the preliminary and final design work for the bid packages and the Risk & Resiliency Assessment, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and Modernization Improvements at the WTP

Contract No. 9472

coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Project administration services will utilize E-Builder to assist with coordination of documents, submittals, schedules, and payments.

Task 101: Monthly Project Status Reports. Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of City for an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of the any delays beyond its control, and an estimate of the work percent for each Task Series based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task.

Task 102: Initial Project Meeting. Design Professional will conduct an initial project meeting to review the scope of services, schedule, budget requirements, roles and responsibilities, quality control procedures, data needs, draft work plan and project schedule. Following the initial project meeting, Design Professional shall submit the final work plan and project schedule that incorporates City comments.

TASK SERIES 200: PRELIMINARY DESIGN

Task 200: Conduct Progress Meetings. Design Professional will schedule and facilitate 10 progress meetings to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress meeting and identify action items.

Task 201: Review Existing Data. Design Professional will review and utilize previous studies, record drawings, SCADA data, equipment specifications, work orders, operations and maintenance information, production data, and water quality data, to confirm existing conditions and evaluate hydraulic and treatment performance. Design Professional will develop and submit a data request to the City to address data gaps.

Task 202: Surveying Services. Design Professional will conduct a design survey for the preparation of construction drawings and specifications. The services will include 3D laser scanning of the Primary Basins, Flow Channels, Flocculation Basins, Secondary Basins, Recarbonation Basins, and Final Basins, which will provide the basis for developing Building Information Management (BIM) 3D design drawings. The 3D data will also be used for CFD modeling (Task 204). A supplemental field survey will be conducted to obtain spot elevations during the hydraulic field verification effort, locate surface and subsurface utilities, and define building footprints and surface features. Basin interiors will be scanned when they are taken out of service for cleaning, maintenance, or inspections. Design Professional will coordinate with City Staff to minimize disruptions to the operations of the WTP. A coordination meeting will be held with City Staff prior to commencing survey activities to determine requirements for the BIM model. The BIM model will be developed in Autodesk Revit.

Task 203: Facility Condition Assessment. Design Professional will conduct a condition assessment of each major treatment process to supplement data collected during the previous

Master Plan in 2015. A team of engineering specialists (structural, mechanical, electrical, and I&C) will conduct the assessment over a 4-day period and will document the results in the field using digital notepads. Design Professional will coordinate with City's Utility Asset Manager prior to commencing field activities to ensure rating procedures and protocol are consistent with City's current asset management system. The results of the assessment will be used to prioritize the rehabilitation improvements. A technical memorandum will be developed to summarize the results.

Task 204: Computational Fluid Dynamics (CFD) Model. Design Professional will develop CFD models to simulate flow distribution and chemical mixing within the Primary Basins, Secondary Basins, Flocculation Basins, Recarbonation Basin (Channel), and Final Basins. The CFD models will be used to develop potential improvements to each treatment process to improve efficiency and treatment performance. A technical memorandum will be developed to summarize the results.

Task 205: Hydraulic Model Evaluation. The existing hydraulic model will be used to identify the hydraulic restrictions and necessary modifications to increase the plant capacity to 300 mgd. The hydraulic model will be field verified and calibrated by increasing the flow through two treatment trains. Survey spot elevations will be obtained during the calibration process. Field verification activities will correspond with the field survey to determine elevations at the higher flows. The model will be updated to include each treatment train and used to determine the weir elevations required for the Secondary Basin Equipment Replacement Project (Bid Package No. 1). A technical memorandum will be developed to summarize the results. The hydraulic model, in MS Excel Spreadsheet format, will be included with the technical memorandum, along with instructions for its use.

Task 206: Bench-Scale Testing. Bench scale testing shall be performed as follows:

- **Disinfection Modifications and Disinfection Byproduct Formation.** Perform bench-scale testing over a 9-month period (one sample collected and tested each month) to evaluate the impact of extended contact time with free chlorine and elevated chloramine residual under varying water quality conditions in order to achieve disinfection credit at 300 mgd in cold water conditions as the limiting condition. Conduct monthly bench-scale testing at the B&V Research Facility using samples collected from the primary basin effluent. Develop a testing protocol, including the identification of the analytical testing to be conducted by City at their laboratory, and submit to the City for review.
- **Primary Basin Operational Enhancements.** Perform bench-scale testing over a 9-month period (1 sample collected and tested each month) to simulate settling characteristics under varying operational changes including chemical dosages (lime, coagulant & polymer), varying blends of intake and well water, adjustments in flocculator mixing energy and the recycle rate for residuals. Testing to be conducted at the B&V Research Facility with samples of raw water obtained from the City. Develop a test protocol, including the identification of the analytical testing to be conducted by City at their laboratory, and submit to the City for review.
- **Final Basin Operational Enhancements.** Perform bench-scale testing over a 9-month period (1 sample collected and tested each month) to simulate settling characteristics under varying operational changes including chemical dosages (coagulant & polymer)

and adjustments in flocculator mixing energy. Testing to be conducted at the B&V Research Facility with samples of recarbonation basin effluent obtained from the City. Develop a test protocol, including the identification of the analytical testing to be conducted by City at their laboratory, and submit to the City for review.

- Prepare a technical memorandum presenting the results, conclusions and recommendations from the bench-scale testing program. Submit technical memorandum to the City for review.

Task 207: Tracer Testing. Design Professional will conduct a tracer test at the design flow rate on two process trains from the chlorine and ammonia feed point through the final basin effluent and two tracer tests from the final basin effluent through the treated water reservoirs. The City will provide Design Professional with CT calculation equations and assumptions and documentation from previous tracer studies. Prepare and provide a testing protocol, meet with Missouri DNR to review protocol, perform testing and analysis of samples generated, prepare a technical memorandum that summarizes the results, conclusions and recommendations of the tracer testing study.

Task 208: Pilot and Full-Scale Testing. Perform pilot and full-scale testing as follows:

- **Final Basin Flocculation & Sedimentation Pilot Testing.** Perform pilot-scale test of flocculation/sedimentation improvements for the Final Basins. Using an approximate 5 gpm pilot unit and all ancillary devices provided by Design Professional, simulate flocculation and high-rate sedimentation (plate settlers) to determine impact on settled water turbidity and scaling tendencies of the water. The pilot will also aid in determining impacts to operations and maintenance. The City will provide an electrician for connection of pilot unit motors, drives, and devices. Develop a test protocol to conduct testing over a 9-month period for review by the City. Parameters to be examined include flocculator mixing energy, pH/alkalinity and chemical dosages (coagulant & polymer). Provide personnel for operations of pilot plant weekdays for a total period of 24 hours per week. The City will provide oversight of the pilot unit on weekdays when the Design Professional is not on site and on weekends. Develop program for off-hours monitoring by City staff. Prepare and provide a technical memorandum that summarizes the results, conclusions and recommendations of the pilot testing program.
- **Full-Scale Filter Testing.** Meet with the Missouri Department of Natural Resources (MDNR) to review previous pilot testing results and conclusions and obtain approval for conducting a full-scale filter test. Develop specifications for procurement and installation of alternative media configuration by the City. Provide part-time resident engineering services for media removal and replacement. Develop a test protocol to evaluate performance of alternative filter media compared with two sand filters, one used as a baseline to reflect current operations and another to reflect high-rate sand filtration. Testing protocol will include modifications to the backwash programming to accommodate the dual media. The PLC and HMI programming changes will be implemented by the City. Coordinate with MDNR to confirm testing protocols meet their expectations (i.e. timing of testing to capture seasonal water quality variations, operating conditions, duration of testing). The full-scale testing will be performed for 9 months on filters in Filter Gallery C. The City will provide monthly operational data for evaluation

and summary. Prepare and provide a technical memorandum that summarizes the results, conclusions and recommendations of the full-scale pilot program.

Task 209: Primary Basin Equipment Evaluation. Design Professional will evaluate equipment rehabilitation alternatives to improve the treatment performance. Alternatives include: 1) installing new equipment to replace the non-functional equipment, and 2) replacing the existing equipment with Solids Contact Basin equipment. A technical memorandum will be developed to summarize the results, conclusions and recommendations.

Task 210: Biofiltration Evaluation. Design Professional will evaluate the merits of converting the granular media filters to biological filters. The evaluation will consist of a desktop study that will identify the required operational changes, the estimated improvement in the post-filter water quality (total organic carbon reduction and emerging contaminants), the impact on disinfection credit and the required capital improvements and conceptual opinion of probable project cost to implement biological filtration. The technical memorandum will address the impact of seasonal changes in raw water quality including varying blends of surface water and well water.

Task 211: Water Quality Model & Process Flow Diagram. Design Professional will prepare a Predictive Water Quality Model that will serve as a tool for the operations staff to assess the impact of changes in chemical dosages and chemical application points based on varying raw water quality characteristics. Raw water quality characteristics and proposed chemical dosages will be input and the model will identify the predicted finished water quality (alkalinity, hardness, pH and water stability (Langelier Index & calcium carbonate precipitation potential). The model will include chlorine dosages and CT calculations. The model will include an interactive process flow diagram that identifies the location of the primary and secondary chemical application points. The process flow diagram will be used to identify the proposed chemical application points and dosages.

Task 212: Preliminary Engineering Report and Conceptual Drawings. Design Professional will develop a Preliminary Engineering Report (PER) to summarize the recommended improvements. The PER will include an Executive Summary and Appendix sections that include the various technical memorandums. The recommended improvements will be divided into three work packages to allow a phased implementation.

The PER will be structured to comply with MDNR guidelines and include conceptual drawings for the recommended improvements. An opinion of probable construction cost (OPCC) will be provided, and the identification of activities that can be subcontracted to MBE and WBE firms.

Task 213: Missouri Department of Natural Resources (MDNR) Coordination. Design Professional will coordinate with the MDNR to confirm the pilot testing protocols meet expectations (timing of testing to capture seasonal water quality variations, duration of testing). In addition, the PER and 30-percent drawings will be submitted to the MDNR for review. Three meetings are estimated for the Design Professional and City to meet with MDNR to discuss the pilot results, full scale testing results, recommended improvements, and the permit approval process.

Task 214: Water Treatment Plant Site Visits. Design Professional will arrange and accompany City staff on three water treatment plant site visits that utilize Solids Contact Basin equipment and/or plate settlers. Site visits to Topeka, Water District No. 1 of Johnson County,

Joplin, and Aurora Water (Colorado) are anticipated. Design Professional will develop a list of operational and maintenance questions in preparation for the site visits. The purpose of the visits will be to discuss design, operations and maintenance considerations with the Cities/Utilities engineering, operations and maintenance staff. The information provided by the Cities/Utilities staff will be documented in a technical memorandum.

Task 215: SRF Loan Application Assistance. Design Professional will assist the City with developing the necessary SRF loan application documents to obtain financing for the recommended improvements.

TASK SERIES 300: FINAL DESIGN & BIDDING SERVICES – BID PACKAGE No. 1

Design Professional will develop construction drawings and specifications to address improvements to the Secondary Basins (walkways, launders, center scraper rehabilitation, and associated components), to achieve the desired hydraulic capacity and water quality performance as described in the City approved PER.

Task 300: Conduct Progress Meetings. Design Professional will schedule and facilitate 3 progress meetings to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress meeting and identify action items.

Task 301: Prepare Design Memorandum. Design Professional will prepare a Design Memorandum. The Design Memorandum will include the following items:

- Drafting standards
- Equipment tagging conventions
- Equipment list
- Process equipment information and data
- Process structure layouts including main piping and valves
- Conceptual sections through major process facilities
- Design criteria
- Flow rates - present and anticipated
- Design objective, treated water quality
- Applicable codes and standards, including fire and safety codes including code review and approval process
- Layouts of process piping and major equipment
- Hydraulic profile
- Power distribution functional diagram
- P&ID and Process Flow Diagrams
- Operational monitoring and control systems
- Description of electrical systems
- Structural design criteria
- Utility requirements

- Construction sequencing plan
- Project schedule
- Development of the estimated annual operating cost for the new facilities including labor, power and chemicals

Design Professional will schedule a meeting with the City to review and finalize the Design Memorandum.

Task 302: Contract Documents. Design Professional will produce 60-, 90-, and 100-percent complete contract documents (drawings and specifications) and submit to the City for review. Following each submittal, a progress meeting will be scheduled within 14 working days to receive comments from the City. The drawings will be prepared in 22x34 sheet format in the latest version of AutoCAD utilizing the City's standard drawing border and Design Professional's drawing standards. The technical specifications will include the City standard "front-end" contract documents and be developed in Microsoft Word using the Engineer's standard specification guides and format. Documents will be provided to City for review in pdf format. Design Professional will develop an opinion of probable construction cost (OPCC) for each design submittal and identify work activities that can be subcontracted to MBE and WBE firms.

- Drawings and specifications for the 60-percent submittal will have the major process designs completed, and the design of ancillary/support processes will be initiated/developed. Drawing plans and secondary P&IDs will be finalized, sections/details will be started, equipment vendor comments will be incorporated, and commodity specifications will be started.
- Drawings and specifications for the 90-percent submittal will have all ancillary processes completed. All remaining drawings (including details, project-specific notes, and annotations) and specifications (including Front Ends, sequencing plans, and discipline-specific / commodity specifications) will be completed. The deliverable will be documents which are complete with the exception of the internal quality control review.
- Drawings and specifications for the 100-percent submittal will have all internal quality control and City comments incorporated. The deliverable will be final sealed and signed construction documents suitable for bidding.

Task 303: Bidding Services. Design Professional will perform the following bidding services:

- **Prepare Advertisement Information.** Design Professional will assist the City in establishing a bid opening date, coordinate reproduction and distribution of the bid documents, and maintain a list of plan holders. Potential bidders will purchase their own sets of project drawings and contract specifications.
- **Pre-Bid Assistance.** Design Professional will schedule and conduct a pre-bid conference, respond to questions from bidders, advise the City of any inquiries prior to the bid opening from contractors/subcontractors/suppliers, and prepare addendum as required to respond to questions and provide clarification.

- Bid Opening. Design Professional will attend the bid opening and assist the City in reviewing the bids for completeness and accuracy.
- Review Bidder Qualifications. Design Professional will review the bids for completeness and conformance with the bidding requirements, provide a credit history review of the apparent low bidder, review subcontractors, and prepare a bid tabulation and letter with recommendation of award.

TASK SERIES 500: RISK & RESILIENCY ASSESSMENT AND EMERGENCY RESPONSE PLAN

Task 500: Risk and Resilience Gap Analysis

- Documentation Review. Design Professional will review existing applicable information, including the 2015 Master Plan, 2018 Facility Plan, SCADA documentation, and emergency response plans, to establish a baseline of information. The Design Professional will assess the documentation materials provided against (Americas Water Infrastructure Act (AWIA) requirements and industry standard practice.
- Workshop and Group Meetings. Design Professional will facilitate a workshop with a cross-section of City staff, including senior management, operations and maintenance, engineering and information technology, to discuss baseline conditions. Supplemental small group meetings will be held to obtain detailed information (4 meetings assumed).
- Gap Analysis. Using the results of the document review, workshop, and small group meetings, Design Professional will summarize the City's current state with respect to threat characterization, vulnerabilities, risk tolerance planning, and emergency plans. This information will be used to develop a Risk and Resilience Gap Assessment, which will be summarized in a technical memorandum.

Task 501: Risk and Resilience Assessment

- Asset Characterization. Design Professional will identify and characterize all major assets. Assets will include source water infrastructure intakes and wells, raw water transmission lines, pumping facilities, the water treatment plant, five (5) critical distribution facilities, computer or other automated systems, and physical barriers. All major infrastructure assets including monitoring systems and financial systems will be identified and documented.
- Threat Characterization. Design Professional will use the asset characterization information to perform a threat assessment. The threats will be categorized as malevolent acts, natural hazards, or interdependent hazards. The magnitude of each threat will be estimated.

The threat characterization will initially focus on applicable cybersecurity and natural hazards. Physical security and threats from malevolent acts will be assessed after the baseline guidance information is made available by the Environmental Protection Agency (EPA) on August 1, 2019.

The identified threats will be evaluated against each critical asset to develop threat-asset pairs. The consequences for each threat-asset pair will be estimated, measured by the number of fatalities, injuries, financial loss, effect on public perception, environmental effect, and economic effect on the community.

- **Physical, Cyber, and Natural Hazard Assessment.** This assessment will include visiting the raw water supply facilities, treatment plant, and critical distribution facilities (5 distribution facilities assumed) to assess vulnerabilities and risk to safe and uninterrupted operations with respect to physical security and cybersecurity. City staff will be interviewed to understand the operations and monitoring procedures, access privileges, vicinity of the facility to other facilities that may pose a threat in the event of an accident (e.g. vicinity to a fuel storage facility). The assessment will also include identifying risks due to natural disasters including earthquakes, flooding, tornados, and other hazards that are relevant to the area. The results will be risk score for each asset/threat pair.
- **Risk and Resilience Assessment Results.** After completion of the asset and threat characterization and the risk assessment (physical/cybersecurity/natural hazards), the Design Professional will complete a system-wide baseline risk assessment. A document will be developed to list all of the asset–threat pairs and corresponding likelihood of failure, consequence of failure and calculated risk score. The list will be sorted from highest risk to lowest risk.
- **Findings Workshop.** Design Professional will facilitate a workshop to discuss specific findings from the site visits and identified risks and vulnerabilities. The workshop will include: 1) summary of updated/existing physical and electronic security features with analysis of their effectiveness, 2) review of risk scores and high-risk assets. During the workshop, the Design Professional will discuss the baseline risk, City’s risk policy and tolerance, and explore mitigation options and associated costs.
- **Risk and Resilience Assessment (RRA) Report/Certification Letter.** Design Professional will prepare and provide a Report to the City for review and approval. In addition, the Design Professional will draft the Certification Letter to the EPA upon completion of the RRA Report. The City will be responsible for conducting an internal legal review, provide appropriate signatures, and submit the signed letter to the EPA.

Task 502: Emergency Response Plan

Design Professional will review the results of the risk and resilience assessment and prepare or update the Emergency Response Plan. The Emergency Response Plan would potentially include the following items:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water

- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

TASK SERIES 600: OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. The allowance amounts identified below for each task shall not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any of the allowance amount unless the City provides written authorization to Design Professional that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Update demand projections and identify triggers for WTP expansion. The demand projections would be updated after the 2020 Census data is available. The allowance amount to update demand projections and identify WTP expansion triggers is \$35,000.
2. Risk and Resiliency Assessment for Additional Distribution System Facilities. The scope of services includes the assessment of five (5) critical distribution facilities. This Optional Service task would include the assessment of all distribution facilities. The allowance amount for performing this activity is \$50,000.
3. Unanticipated or Supplemental Services. Design Professional will perform unanticipated or supplemental services that are not identified within this scope of services as directed by the City. The allowance amount for unanticipated or supplemental services is \$300,000.

FUTURE AMENDMENT

TASK SERIES 100: PROJECT MANAGEMENT

Task 100: Conduct Project Administration Services. Design Professional will provide project management functions required to successfully complete the preliminary and final design work for the bid packages and the Risk & Resiliency Assessment, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Project administration services will utilize E-Builder to assist with coordination of documents, submittals, schedules, and payments.

Task 101: Monthly Project Status Reports. Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of City for an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of the any delays beyond its control, and an estimate of the work percent for each Task Series based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task.

Task 102: Initial Project Meeting. Design Professional will conduct an initial project meeting to review the scope of services, schedule, budget requirements, roles and responsibilities, quality control procedures, data needs, draft work plan and project schedule. Following the initial project meeting, Design Professional shall submit the final work plan and project schedule that incorporates City comments.

TASK SERIES 400: FINAL DESIGN & BIDDING SERVICES – BID PACKAGE No. 2

Design Professional will develop construction drawings and specifications to address improvements to the Primary Basins, Parshall Flumes, Disinfection Chemical Feed Systems and Filters, to achieve the desired hydraulic capacity and water quality performance as described in the City approved PER.

Task 400: Conduct Progress Meetings. Design Professional will schedule and facilitate 9 progress meeting to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress meeting and identify action items.

Task 401: Prepare Design Memorandum. Design Professional will prepare a Design Memorandum. The Design Memorandum will include the following items:

- Drafting standards
- Equipment tagging conventions
- Equipment list
- Process equipment information and data
- Process structure layouts including main piping and valves
- Conceptual sections through major process facilities
- Design criteria
- Flow rates - present and anticipated
- Design objective, treated water quality
- Applicable codes and standards, including fire and safety codes including code review and approval process
- Layouts of process piping and major equipment
- Hydraulic profile
- Power distribution functional diagram

- P&ID and Process Flow Diagrams
- Operational monitoring and control systems
- Description of electrical systems
- Structural design criteria
- Utility requirements
- Construction sequencing plan
- Project schedule
- Development of the estimated annual operating cost for the new facilities including labor, power and chemicals

Design Professional will schedule a meeting with the City to review and finalize the Design Memorandum.

Task 402: Contract Documents. Design Professional will produce 60-, 90-, and 100-percent complete contract documents (drawings and specifications) and submit to the City for review. Following each submittal, a progress meeting will be scheduled within 14 working days to receive comments from the City. The drawings will be prepared in 22x34 sheet format in the latest version of AutoCAD utilizing the City's standard drawing border and Design Professional's drawing standards. The technical specifications will include the City standard "front-end" contract documents and be developed in Microsoft Word using the Engineer's standard specification guides and format. Documents will be provided to City for review in pdf format. Design Professional will develop an opinion of probable construction cost (OPCC) for each design submittal and identify work activities that can be subcontracted to MBE and WBE firms.

- Drawings and specifications for the 60-percent submittal will have the major process designs completed, and the design of ancillary/support processes will be initiated/developed. Drawing plans and secondary P&IDs will be finalized, sections/details will be started, equipment vendor comments will be incorporated, and commodity specifications will be started.
- Drawings and specifications for the 90-percent submittal will have all ancillary processes completed. All remaining drawings (including details, project-specific notes, and annotations) and specifications (including Front Ends, sequencing plans, and discipline-specific / commodity specifications) will be completed. The deliverable will be documents which are complete with the exception of the internal quality control review.
- Drawings and specifications for the 100-percent submittal will have all internal quality control and City comments incorporated. The deliverable will be final sealed and signed construction documents suitable for bidding.

Task 403: Bidding Services. Design professional will perform the following bidding services:

- Prepare Advertisement Information. Design Professional will assist the City in establishing a bid opening date, coordinate reproduction and distribution of the bid documents, and maintain a list of plan holders. Potential bidders will purchase their own sets of project drawings and contract specifications.

- **Pre-Bid Assistance.** Design Professional will schedule and conduct a pre-bid conference, respond to questions from bidders, advise the City of any inquiries prior to the bid opening from contractors/subcontractors/suppliers, and prepare addendum as required to respond to questions and provide clarification.
- **Bid Opening.** Design Professional will attend the bid opening and assist the City in reviewing the bids for completeness and accuracy.
- **Review Bidder Qualifications.** Design Professional will review the bids for completeness and conformance with the bidding requirements, provide a credit history review of the apparent low bidder, review subcontractors, and prepare a bid tabulation and letter with recommendation of award.

(End of Attachment A)

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

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

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

a. Drawings/plans

- (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
- (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf

b. CSI specification sections (project manuals)

- (1) CSI specification sections should be named by division, using DIV as a prefix.

For example:

- (a) DIV01.PDF (Technical, Project Specific)
- (b) DIV02.PDF
- (c) DIV03.PDF

c. Summary:

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C

**BLACK & VEATCH CORPORATION
SCHEDULE OF POSITION CLASSIFICATIONS AND SALARY RATES
FOR
CITY OF KANSAS CITY, MISSOURI**

Hourly Billing Rates Effective April 1, 2019 through March 31, 2020

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	92.81	117.68
	ADM 008	63.89	94.25
	ADM 007	52.55	72.35
	ADM 006	39.83	70.51
	ADM 005	34.31	65.44
	ADM 004	27.56	48.88
	ADM 003	23.02	40.35
	ADM 002	18.13	30.32
	ADM 001	17.51	26.52
Administrative Support (ADO)	ADO-007	27.24	46.70
	ADO-006	23.10	44.57
	ADO-005	19.00	46.83
	ADO-004	18.15	35.71
	ADO-003	17.50	28.75
	ADO-002	16.02	22.40
Architectural (ARC)	ARC-008	72.35	74.22
	ARC-007	57.87	67.43
	ARC-006	46.29	61.91
	ARC-005	39.63	48.73
	ARC-004	35.61	39.98
	ARC-003	29.76	38.11
	ARC-002	26.08	28.61
Corporate Management Group (CMG)	CMG-40	128.80	128.80
	CMG-30	139.35	150.01
	CMG-20	97.19	124.40
	CMG-10	80.21	97.69
Construction Services (CNS)	CNS-012	102.02	106.40
	CNS-011	89.02	103.18
	CNS-010	72.21	101.74
	CNS-009	65.87	94.09
	CNS-008	56.63	79.86

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
Construction Services (CNS) Cont.	CNS-007	49.58	78.54
	CNS-006	43.57	66.70
	CNS-005	36.05	58.12
	CNS-004	32.14	52.23
	CNS-003	27.91	40.59
	CNS-002	25.51	35.17
	CNS-001	33.10	33.10
Consulting (CST)	CST-008	182.00	182.00
	CST-007	110.67	154.71
	CST-006	81.61	133.70
	CST-005	61.20	106.62
	CST-004	43.41	105.37
	CST-003	39.49	56.57
	CST-002	35.25	49.52
	CST-001	29.95	39.61
Engineering (ENG)	ENG-136	91.07	110.25
	ENG-135	76.81	109.84
	ENG-134	70.44	108.76
	ENG-133	56.37	105.88
	ENG-132	52.17	89.22
	ENG-131	44.18	75.57
	ENG-130	38.02	64.90
	ENG-129	33.77	56.95
	ENG-128	30.59	46.80
	ENG-127	28.55	43.38
Engineering & Technical Specialties (ENS)	ENS-134	81.01	84.43
	ENS-133	64.56	79.11
	ENS-132	47.61	76.91
	ENS-131	38.38	70.88
	ENS-130	36.97	61.02
	ENS-129	31.15	45.33
	ENS-128	23.15	43.98
	ENS-127	24.76	31.00
Engineering Technician (ENT)	ENT-134	73.95	83.09
	ENT-133	49.70	82.92
	ENT-132	52.03	71.79
	ENT-131	43.26	62.94
	ENT-130	35.15	54.19
	ENT-129	31.63	50.73
	ENT-128	26.87	41.10

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
Engineering Technician (ENT) Cont.	ENT-127	22.52	38.32
	ENT-126	20.60	31.81
	ENT-125	19.65	29.72
Estimating (EST)	EST-008	77.18	92.32
	EST-007	58.93	87.76
	EST-006	53.60	76.51
	EST-005	44.78	61.20
	EST-004	38.63	54.95
	EST-003	32.19	45.35
	EST-002	30.35	37.35
Finance (FIN)	FIN-008	56.95	80.54
	FIN-007	51.01	67.37
	FIN-006	41.84	63.77
	FIN-005	34.69	49.50
	FIN-004	27.81	40.63
	FIN-003	23.25	35.33
	FIN-002	19.93	31.13
	FIN-001	20.60	20.90
General Management (GMT)	GMT-009	151.83	192.38
	GMT-008	111.94	155.32
	GMT-007	114.00	159.59
	GMT-006	95.63	137.72
	GMT-005	79.25	132.92
	GMT-004	74.93	100.91
	GMT-003	69.53	90.49
	GMT-002	74.78	84.61
	GMT-001	50.38	68.30
Information Technology Services (ITS)	ITS-10	126.47	126.47
	ITS-9	95.02	95.02
	ITS-8	76.71	90.15
	ITS-7	47.28	80.73
	ITS-6	51.01	63.76
	ITS-5	42.55	52.53
	ITS-4	28.22	48.17
	ITS-3	26.09	38.17
	ITS-2	23.70	23.70
Legal (LGL)	LGL-10	130.06	131.09
	LGL-9	110.39	126.28
	LGL-8	95.25	103.81
	LGL-7	73.97	95.35

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
	LGL-6	56.83	69.67
Legal (LGL) Cont.	LGL-5	45.91	46.20
	LGL-4	40.67	40.67
	LGL-3	34.08	42.41
	LGL-2	35.49	35.49
Marketing & Communications (MAC)	MAC-010	120.33	120.33
	MAC-009	89.80	93.26
	MAC-008	63.82	83.96
	MAC-007	45.24	71.41
	MAC-006	38.37	60.64
	MAC-005	31.95	50.09
	MAC-004	28.89	42.97
	MAC-003	22.04	36.35
	MAC-002	19.81	29.23
	MAC-001	21.19	22.02
Procurement (PCR)	PCR-008	72.03	84.37
	PCR-007	59.13	85.87
	PCR-006	46.84	62.95
	PCR-005	41.02	61.80
	PCR-004	35.01	49.86
	PCR-003	29.29	40.88
	PCR-002	26.00	38.07
	PCR-001	20.03	30.62
Project Controls (PJC)	PJC-009	93.20	101.00
	PJC-008	92.64	98.91
	PJC-007	65.94	92.31
	PJC-006	54.16	79.53
	PJC-005	50.17	74.75
	PJC-004	33.90	59.20
	PJC-003	35.65	48.08
	PJC-002	32.89	41.40
	PJC-001	24.48	38.01
Project Management (PMT)	PMT-008	113.75	128.34
	PMT-007	97.94	127.39
	PMT-006	93.95	125.00
	PMT-005	84.72	122.83
	PMT-004	75.59	108.41
	PMT-003	68.65	101.46
	PMT-002	53.91	96.91
	PMT-001	43.65	87.48

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
Sales (SAM)	SAM-011	158.16	158.16
	SAM-010	111.36	125.23
	SAM-009	93.68	139.05
	SAM-008	71.31	114.45
	SAM-007	54.31	91.27
	SAM-006	46.93	76.51
	SAM-005	49.48	73.58
	SAM-004	32.32	51.60
	SAM-003	35.37	35.37
	SAM-002	27.21	27.21
Security Services (SEC)	SEC-008	71.76	71.76
	SEC-007	57.55	57.55
	SEC-006	48.00	57.12
Specialized Staff (SPC)	SPC-009	102.38	102.38
	SPC-008	60.23	91.72
	SPC-007	58.66	73.18
	SPC-006	41.58	75.37
	SPC-005	33.51	49.82
	SPC-004	34.05	41.59

End of Attachment C

Kansas City, Missouri Water Services Department
Water Treatment Plant Modernization Project
May 3, 2019

Task/Level of Effort	290	275	185	140	150	200	120	190	170	175	165	175	180	170	170	190	150	90	Total Staff Days	Labor	Reimbursable Expenses	MBE/WBE Subconsultants				Total Revenue	
	Project Dir.	Project Mgr.	Eng. Mgr.	Design Eng.	CFD Modeling Eng.	Security Assessment Eng.	Technician	Process Eng.	Process Mechanical Eng.	Chemical Feed Eng.	Structural Engineer	Geotech. Eng.	Building Mechanical Eng.	Electrical Eng.	I&C Eng.	Quality Control Eng.	Estimator	Project Administrator & Accountant				DuBois Consultants	McCurdy Engineers	Custom Engineering	TREKK Design Group		
Base Scope of Services																											
Task Series 100 - Project Management																											
Task 100 - Conduct Project Administration Services	6	15	25															15	61	\$ 94,720	\$ 800	\$ 15,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 135,520	
Task 101 - Monthly Project Status Reports	0.25	1	3	1														6	11	\$ 12,660	\$ 200					\$ 12,860	
Task 102 - Initial Project Meeting	0.25	1	1	2				1										0.5	6	\$ 8,380	\$ 240	\$ 1,500	\$ 1,500	\$ 1,500		\$ 13,120	
Task Series 100 - Total Staff Days	6.5	17	29	3	0	0	0	1	0	0	0	0	0	0	0	0	0	21.5	78	\$ 115,760	\$ 1,240	\$ 16,500	\$ 11,500	\$ 11,500	\$ 5,000	\$ 161,500	
Task Series 200 - Preliminary Design																											
Task 200 - Conduct Progress Meetings	5	8	14	16	1			15	1	1				1	1			5	68	\$ 100,920	\$ 1,650	\$ 5,000	\$ 3,000	\$ 5,000	\$ 3,000	\$ 118,570	
Task 201 - Review Existing Data	0.25	2	4	4	1.5			6	0.5	0.5	0.5	0.5	0.5	1	1			1	23	\$ 33,200	\$ -	\$ 10,000		\$ 5,000		\$ 48,200	
Task 202 - Surveying Services	1	2	4	6			3	1							1			1	18	\$ 24,480	\$ 230				\$ 125,000	\$ 149,710	
Task 203 - Facility Condition Assessment	1	4	6	8					2	2	2	2			2	2	0.5	2	32	\$ 44,760	\$ 230	\$ 100,000				\$ 144,990	
Task 204 - Computational Fluid Dynamic (CFD) Model	1	6	16	20	60		4	8							2			1.5	119	\$ 153,720	\$ 230					\$ 153,950	
Task 205 - Hydraulic Model Evaluation	1	3	8	25			5										1	1	44	\$ 55,800	\$ 270					\$ 56,070	
Task 206 - Bench Scale Testing	1	6	6	4				30										3	51	\$ 78,160	\$ 8,010		\$ 5,500			\$ 91,670	
Task 207 - Tracer Testing	1	3	4	6			1	30										2	48	\$ 71,080	\$ 5,540	\$ 10,000				\$ 86,620	
Task 208 - Pilot & Full Scale Testing	1	10	35	40				100									1	6	195	\$ 281,480	\$ 101,740		\$ 190,000			\$ 573,220	
Task 209 - Primary Basin Equipment Evaluation	1	6	14	22			2	6										4	56	\$ 76,320	\$ 150					\$ 76,470	
Task 210 - Biofiltration Evaluation	1	2	3	2				10									0.5	2	21	\$ 30,800	\$ 150					\$ 30,950	
Task 211 - Water Quality Model & Process Flow Diagram	1	4	4	2			4	35										1	52	\$ 78,560	\$ 460					\$ 79,020	
Task 212 - Preliminary Engineering Report	2	6	12	14	4		8	3	0.5	0.5	0.5	0.5		1	1	1.5	6	4	64	\$ 85,440	\$ 750	\$ 20,000	\$ 10,000	\$ 10,000		\$ 126,190	
Task 213 - MDNR Coordination	3	6	6					6										2	23	\$ 39,600	\$ 600		\$ 4,000			\$ 44,200	
Task 214 - Water Treatment Plant Site Visits	3	5	8	4				6										1	27	\$ 44,120	\$ 5,600					\$ 49,720	
Task 215 - SRF Load Application Assistance	0.5	1	2	2														1.5	7	\$ 9,640	\$ 100					\$ 9,740	
Task Series 200 - Total Staff Days	23.75	74	146	175	66.5	0	27	256	4	4	3	0.5	0.5	5	5	11.5	7	38	846.75	\$ 1,208,080	\$ 125,710	\$ 145,000	\$ 212,500	\$ 20,000	\$ 128,000	\$ 1,839,290	
Task Series 300 - Final Design & Bidding Services - Bid Package No. 1																											
Task 300 - Conduct Progress Meetings	2	4	6	6				1	0.75		0.75			0.75	0.75			2	24	\$ 36,050	\$ 900	\$ 5,000	\$ -	\$ 10,000	\$ -	\$ 51,950	
Task 301 - Prepare Design Memorandum	1.5	4	6	5			2	1	1		2	0.5		1	2	1		2	29	\$ 41,940	\$ 300	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 62,240	
Task 302 - Contract Documents	8	55	120	150			150	4	50		2	1		25	35	15	25	15	655	\$ 852,480	\$ 8,000	\$ 119,000	\$ 9,000	\$ 168,000	\$ -	\$ 1,156,480	
Task 303 - Bidding Services	0.5	2	4	6			2	0.5	0.5		0.5			1	1			6	24	\$ 29,260	\$ 330	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 39,590	
Task Series 300 - Total Staff Days	12	65	136	167	0	0	154	6.5	52.25	0	5.25	1.5	0	27.75	38.75	16	25	25	732	\$ 959,730	\$ 9,530	\$ 139,000	\$ 9,000	\$ 193,000	\$ -	\$ 1,310,260	
Task Series 500 - Risk & Resiliency Assessment and Emergency Response Plan																											
Task 500 - Risk and Resilience Gap Analysis	1	2	2			10												2	17	\$ 27,120	\$ 410					\$ 27,530	
Task 501 - Risk and Resilience Assessment	1	3	12			53												6	75	\$ 115,800	\$ 700	\$ 15,000		\$ 25,000	\$ 25,000	\$ 181,500	
Task 502 - Emergency Response Plan	1	2	4			30												1	38	\$ 61,360	\$ 540	\$ 10,000		\$ 25,000	\$ 10,000	\$ 106,900	
Task Series 500 - Total Staff Days	3	7	18	0	0	93	0	0	0	0	0	0	0	0	0	0	0	9	130	\$ 204,280	\$ 1,650	\$ 25,000	\$ -	\$ 50,000	\$ 35,000	\$ 315,930	
Task Series 600 - Optional Services																											
Task 600 - Risk and Resilience Assessment - All Distribution Facilities	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	\$ 50,000	---	---	---	---	---	---	\$ 50,000
Task 601 - Demand Projection Update	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	\$ 35,000	---	---	---	---	---	---	\$ 35,000
Task 602 - Unidentified Services (Approx. 10% of Base Contract Amount)	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	\$ 300,000	---	---	---	---	---	---	\$ 300,000
Total	45.25	163	329	345	66.5	93	181	263.5	56.25	4	8.25	2	0.5	32.75	43.75	27.5	32	93.5	1786.75	\$ 2,872,850	\$ 138,130	\$ 325,500	\$ 233,000	\$ 274,500	\$ 168,000	\$ 4,011,980	

Salary =	\$945,016	* Hourly Rates Based on a 3.04 ESM										WBE Participation:				MBE Participation:				Goals:			
Expenses (Reimbursable) =	\$138,130											McCurdy		5.8%		DuBois		8.1%		WBE		10%	
Subconsultant Cost =	\$1,001,000											TREKK		4.2%		Custom		6.8%		MBE		15%	
												Total		10.0%				15.0%					

Future Amendment																										
Task Series 100 - Project Management																										
Task 100 - Conduct Project Administration Services	4	10	5															5	24	\$ 42,280	\$ 270	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 67,550
Task 101 - Monthly Project Status Reports	0.25	1	2	1														2	6	\$ 8,300	\$ 100					\$ 8,400
Task 102 - Initial Project Meeting	0.25	0.5	1	1				1										0.5	4	\$ 6,160	\$ 100	\$ 1,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 11,260
Task Series 100 - Total Staff Days	4.5	11.5	8	2	0	0	0	1	0	0	0	0	0	0	0	0	0	7.5	34.5	\$ 56,740	\$ 470	\$ 6,500	\$ 6,500	\$ 6,000	\$ 11,000	\$ 87,210
Task Series 400 - Final Design & Bidding Services - Bid Package No. 2																										
Task 400 - Conduct Progress Meetings	2	4	6	6				3	2		0.75			1.5	1.5			2	29	\$ 42,830	\$ 900	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 68,730
Task 401 - Prepare Deisgn Memorandum	3	6	10	12			4	4	2		2	1		2	3	2		4	55	\$ 77,800	\$ 400	\$ 10,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 113,200
Task 402 - Contract Documents	10	65	190	220			350	8	75		4	2		35	45	20	35	20	1079	\$ 1,347,640	\$ 10,000	\$ 123,500	\$ 40,000	\$ 140,000	\$ 110,000	\$ 1,773,140
Task 403 - Bidding Services	1	2	4	8			2	1	1		1			2	2			10	34	\$ 40,360	\$ 380	\$ 5,000	\$ 5,000	\$ 5,000	\$ 8,000	\$ 63,740
Task Series 400 - Total Staff Days	16	77	210	246	0	0	356	16	80	0	7.75	3	0	40.5	51.5	22	35	36	1196.75	\$ 1,508,630	\$ 11,680	\$ 143,500	\$ 55,000	\$ 160,000	\$ 138,000	\$ 2,016,810
Total	20.5	88.5	218	248	0	0	356	17	80	0	7.75	3	0	40.5	51.5	22	35	43.5	1231.25	\$ 1,565,370	\$ 12,150	\$ 150,000	\$ 61,500	\$ 166,000	\$ 149,000	\$ 2,104,020

Salary =	\$514,924	* Hourly Rates Based on a 3.04 ESM										WBE Participation:				MBE Participation:				Goals:	
Expenses (Reimbursable) =	\$12,150											McCurdy		2.9%		DuBois		7.1%		WBE	10%
Subconsultant Cost =	\$526,500											TREKK		7.1%		Custom		7.9%		MBE	15%
												Total		10.0%				15.0%			

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

HRD FORMS

1. 00450 HRD Form 08 - Contractor Utilization Plan/Request for Waiver
2. 00450.01 HRD Letter of intent to Subcontract - Custom Engineering, Inc.
3. 00450.01 HRD Letter of intent to Subcontract - DuBois Consultants, Inc.
4. 00450.01 HRD Letter of intent to Subcontract - McCurdyEngineers
5. 00450.01 HRD Letter of Intent to Subcontract - TREKK Design Group, LLC.
6. 00460 HRD Form 10 - Timetable for MBE/WBE Utilization
7. 00470 HRD Form 11 - Request for Modification or Substitution
8. 01290.14 HRD Contractor Affidavit for Final Payment
9. 01290.15 HRD Subcontractor Affidavit for Final Payment

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80002132 / Contract No. 9472

Project Title Modernization Improvements at the WTP

Black & Veatch Corporation

(Bidder/Proposer)

STATE OF MISSOURI)

) ss

COUNTY OF JACKSON)

I, Patrick O'Neill, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15 % MBE and 10 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE

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

a. Name of M/WBE Firm Custom Engineering, Inc. (MBE)
Address 12760 East US Highway 40, Independence, MO 64055
Telephone No. 816-350-1473
I.R.S. No. 43-1031915

b. Name of M/WBE Firm TREKK Design Group, LLC (WBE)
Address 1411 East 104th Street, Kansas City, MO 64131
Telephone No. 813-874-4655
I.R.S. No. 43-1953275

- c. Name of M/WBE Firm McCurdy Engineers (WBE)
 Address 9613 W. 123rd St., Overland Park, KS 66213
 Telephone No. 813-868-4720
 I.R.S. No. 27-3210878
- d. Name of M/WBE Firm DuBois Consultants, Inc. (MBE)
 Address 5737 Swope Parkway, Kansas City, MO 64130
 Telephone No. 816-333-7700
 I.R.S. No. 43-1494206
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Custom Engineering</u>	_____	<u>\$440,500</u>	<u>48.1%</u>	<u>7.2%</u>
<u>DuBois Consultants, Inc.</u>	_____	<u>\$475,500</u>	<u>51.9%</u>	<u>7.8%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		<u>\$916,000</u>		<u>15%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>TREKK Design Group</u>	<u></u>	<u>\$317,000</u>	<u>51.8%</u>	<u>5.2%</u>
<u>McCurdy Engineers</u>	<u></u>	<u>\$294,500</u>	<u>48.2%</u>	<u>4.8%</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
TOTAL WBE \$ / TOTAL WBE %:		<u>\$611,500</u>		<u>10%</u>

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

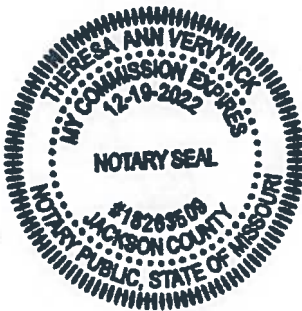
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Black & Veatch Corporation / Patrick O'Neill
Address: 8400 Ward Parkway
Kansas City, Missouri 64114
Phone Number: 913-458-4308
Facsimile number: _____
E-mail Address: oneillpa@bv.com

By: Patrick O'Neill
Title: Associate Vice President
Date: 4/8/2019
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 8th day of April, 2019.

My Commission Expires: 12-19-2022 Theresa Ann Segnor
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Custom Engineering (MBE) will provide support with the water quality modeling and with the two Final design and bidding packages.

for an estimated amount of \$440,500 or 7.2 % of the total estimated contract value.

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

Signature: Prime Contractor

Patrick O'Neill
Print Name

Associate Vice President 4/8/2019
Title Date

Signature: M/W/DBE Subcontractor

Joseph T. Davis
Print Name

CEO 04/08/2019
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with DuBois Consultants, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

DuBois Consultants (MBE) will provide support with data collection and evaluation, condition assessment work, tracer study testing, pilot testing, Primary Basin structural evaluation, and the risk and resiliency assessment task.

for an estimated amount of \$475,500 or 7.8 % of the total estimated contract value.

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

Signature: Prime Contractor

Patrick O'Neill

Print Name

Associate Vice President

Title

4/8/2019

Date

Signature: M/W/DBE Subcontractor

A. James L. Webster

Print Name

President

Title

4-8-2019

Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with McCurdy Engineers ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

McCurdy Engineers (WBE) will provide assistance during pilot testing and hydraulic field verification testing.

for an estimated amount of \$294,500 or 4.8 % of the total estimated contract value.

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


Signature: Prime Contractor

Patrick O'Neill
Print Name

Associate Vice President 4/8/2019
Title Date


Signature: M/W/DBE Subcontractor

AMY L. MCCURDY
Print Name

OWNER 4/8/19
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP

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

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

TREKK Design Group (WBE) will provide survey and LIDAR scanning services and assistance on the risk and resiliency assessment task.

for an estimated amount of \$317,000 or 5.2 % of the total estimated contract value.

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


Signature: Prime Contractor

Patrick O'Neill
Print Name

Associate Vice President 4/8/2019
Title Date


Signature: M/W/DBE Subcontractor

Kimberly Robinett
Print Name

Managing Partner 4/8/19
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Patrick O'Neill, acting in my capacity as Associate Vice President
(Name) (Position with Firm)
of Black & Veatch Corporation, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>730 days</u> (Specify)				

Throughout 6/1/2021 Beginning 1/3 6/1/2019
Middle 1/3 3/1/2020 Final 1/3 11/1/2020
Beginning 1/3 33 % Middle 1/3 33 % Final 1/3 33 %

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

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

Patrick O'Neill
(Signature)

Associate Vice President
(Position with Firm)

6/3/2019
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION FOR DEVELOPMENT AGREEMENTS

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

DEVELOPER: Black & Veatch Corporation

ADDRESS: 8400 Ward Parkway, Kansas City, Missouri 64114

PROJECT NUMBER OR TITLE: Project No. 80002132 / CN 9472, Modernization Improvements at the WTP

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	<u>15</u> % MBE	<u>10</u> % WBE
Contractor Utilization Plan:	<u>15</u> % MBE	<u>10</u> % WBE

1. I am the duly authorized representative of the above Developer and am authorized to request this substitution or modification on behalf of the Developer.

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

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

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

(Scope of work of old firm)

Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

b. _____ A modification of the total amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

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

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

- ___ a. The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ b. The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ c. The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ d. Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ e. The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
4. If a modification is being requested because Developer cannot substitute a new MBE/WBE firm for an existing MBE/WBE firm, please provide a narrative summary of the Developer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

Developer will present documentation when requested by the City to evidence its good faith efforts.

5. If a modification is being requested because of option 3.d above, please complete the following:
The previous Contract Price was: _____
The Contract Price will be (☐ increased by) (☐ decreased by) (☐ unchanged)
The new Contract Price will be: _____
6. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report
7. Developer certifies it has not attempted intentionally to evade the requirements of the Act, and it is in the best interests of the City to allow a modification or substitution.

Dated: _____

(Developer)

By: _____
(Authorized Representative)



KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80002132

Project Title Modernization Improvements at the WTP

STATE OF _____)
COUNTY OF _____)SS

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) _____ Prevailing wage does not apply; or

(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80002132

Project Title Modernization Improvements at the WTP

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT F

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 3rd day of June, 2019, before me appeared
Patrick O'Neill, 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
Associate Vice President (title) of Black & Veatch Corporation
(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).

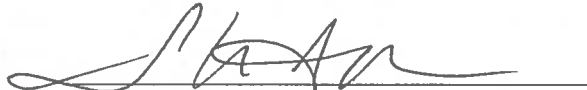
I hereby additionally swear or affirm that the business entity is enrolled in an electronic
verification of work program operated by the United States Department of Homeland Security (E-
Verify) or an equivalent federal work authorization program operated by the United States
Department of Homeland Security 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 3rd day of June, 20 19.


Notary Public

My Commission expires:



ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Custom Engineering, Inc. Email:	Address: 12760 East US Highway 40, Independence, MO 64055 Phone: 816-350-1473 Fax:
2.	Name: TREKK Design Group, LLC Email:	Address: 1411 East 104th Street, Kansas City, MO 64131 Phone: 816-874-4655 Fax:
3.	Name: McCurdy Engineers Email:	Address: 9613 W. 123rd Street, Overland Park, KS 66213 Phone: 913-868-4720 Fax:
4.	Name: DuBois Consultants, Inc. Email:	Address: 5737 Swope Parkway, Kansas City, MO 64130 Phone: 816-333-7700 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:	Black & Veatch Corporation
Submitted By:	Patrick A. O'Neill
Title:	Associate Vice President
Telephone No.:	913-458-4308
Fax No.:	
E-mail:	ONeillPA@bv.com
Date:	June 3, 2019



Company ID Number: 11557

Client Company ID Number: 771013



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Black & Veatch Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.



Company ID Number: 11557

Client Company ID Number: 771013

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a

similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need

E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about

its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees

assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.



Company ID Number: 11557

Client Company ID Number: 771013



ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.



Company ID Number: 11557

Client Company ID Number: 771013

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

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

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Black & Veatch Corporation (Employer) hereby designates and appoints HireRight, Inc. (v25) (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.




Company ID Number: 11557

Client Company ID Number: 771013

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Black & Veatch Corporation	
Name (Please Type or Print) Christopher Gould	Title
Signature 	Date 04/04/2014
E-Verify Employer Agent HireRight, Inc. (v25)	
Name (Please Type or Print) Orvella Cartwright	Title
Signature Electronically Signed	Date 04/04/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/07/2014

Company ID Number: 11557

Client Company ID Number: 771013

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Black & Veatch Corporation
Company Facility Address	11401 Lamar Overland Park, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431833073
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2



Company ID Number: 11557

Client Company ID Number: 771013

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

GEORGIA	1 site(s)
KANSAS	1 site(s)

Company ID Number: 11557

Client Company ID Number: 771013

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

Name Nathan Van De Voorde
Phone Number (913) 458 - 6638
Fax Number
Email Address VanDeVoordeN@bv.com



Company ID Number: 11557

Client Company ID Number: 771013

Page intentionally left blank

AMENDMENT NO. 1

**DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT/CONTRACT NO. 80002132/9472
MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT
WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on July 18, 2019 as follows:

WHEREAS, City has previously entered into a contract dated July 18, 2019 in the amount of \$4,011,980.00; and

WHEREAS, City desires to execute Amendment No. 1, in the amount of \$0.00, to amend the total contract amount to \$4,011,980.00;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 1, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A.3 and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraph A.3:
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$1,139,130.00. The following are reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation in the project area, public outreach materials, and expenses related to onsite testing activities. Onsite testing activities include Bench-Scale Testing (Task 206), Tracer Testing (Task 207), Pilot and Full-Scale Testing (Task 208), and all materials, equipment, pilot plant delivery and pickup, pilot plant rental, and laboratory costs required to implement the testing. Subcontractor's office personnel labor costs shall be included in the unit prices for field investigation work.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

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

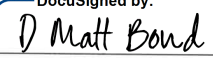
Date: 3/16/2020

By: 

Title: Associate Vice President

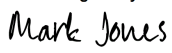
KANSAS CITY, MISSOURI

Date: 4/10/2020

By: 

Title: Deputy Director

Approved as to form:


Assistant City Attorney

AMENDMENT NO. 2

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002132/9472

MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on July 18, 2019 as follows:

WHEREAS, City has previously entered into a contract dated July 18, 2019 in the amount of \$4,011,980.00; and Amendment No. 1 dated April 10, 2020 in the amount of \$0.00; and

WHEREAS, City desires to execute Amendment No. 2, in the amount of \$1,183,000.00, to amend the total contract amount to \$5,194,980.00;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 2, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A2 – Scope of Services for Construction Phase Services.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C2 – Engineering Fee Summary for Construction Phase Services.

B. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraph A:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$5,194,980.00 as follows:

1. \$3,101,031.00 for the services performed by Design Professional under this Agreement.

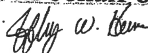
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment C.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$1,601,449.00. The following are reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation in the project area, public outreach materials, and expenses related to onsite testing activities. Onsite testing activities include Bench-Scale Testing (Task 206), Tracer Testing (Task 207), Pilot and Full-Scale Testing (Task 208), and all materials, equipment, pilot plant delivery and pickup, pilot plant rental, and laboratory costs required to implement the testing. Subcontractor's office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Four Hundred Ninety Two Thousand Five Hundred and No/100 Dollars (\$492,500.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

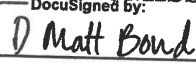
Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

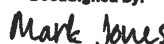
Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.


DESIGN PROFESSIONAL
I hereby certify that I have authority to execute this document on behalf of Design Professional
Date: April 22, 2021
By: 
Title: Associate Vice President

KANSAS CITY, MISSOURI
DocuSigned by:
Date: 7/21/2021
By: 
44458FCE836C4D6...
Title: Deputy Director

Approved as to form:

DocuSigned by:

0909E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 11-10-21
Director of Finance Date

ATTACHMENT A2 SCOPE OF SERVICES

Owner:	City of Kansas City, Missouri, Water Services Department
Design Professional:	Black & Veatch Corporation
Project Title:	Modernization Improvements at the Water Treatment Plant, Secondary Basin Improvements Construction Phase Services
WSD Contract No.:	80002132
WSD Project No.:	9558

I. GENERAL

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs describe in detail the design professional services to be provided for the construction project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

A. The Project

The Water Services Department (KC Water) of the City of Kansas City (CITY), Missouri intends to construct improvements to the Secondary Basins at the Water Treatment Plant (WTP). The improvements consist of replacing the existing residuals collection equipment, launder system, miscellaneous concrete repairs, installation of new residuals level sensors, and associated work in each basin.

The DESIGN PROFESSIONAL has developed construction plans and specifications for the Work associated with the Project.

The CITY is contracting with DESIGN PROFESSIONAL to provide engineering office construction phase services for the project. Field representative construction phase services will be provided for all of the Work included in the Construction contract documents. The construction phase services described herein are based on a period of 768 calendar days from the Notice to Proceed through Project Closeout Services as furthered detailed in Section II – Project Milestones.

- B. Background Information. The CITY, acting through KC Water, is undertaking this project to modernize the water treatment plant by addressing rehabilitation needs, optimize the treatment process, increase the treatment capacity from 240 to 270 mgd, and eliminate restrictions to increase the hydraulic capacity to 300 mgd.
- C. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of construction phase services for the Project. The Work consists of the following professional services:

1. Project Management and Administration
2. Construction office and field support services
3. Full time Resident Project Representative services
4. Startup Services
5. Project closeout services

D. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Startup Services

Task Series 500 – Project Closeout

E. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Project.

F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will 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 will not be performed without an amendment or will be provided as Optional Services upon written authorization from the CITY.

G. Responsibilities of CITY.

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's assigned project manager will serve as the primary point of contact with the DESIGN PROFESSIONAL.
3. The CITY's project manager will have authority as outlined in the General Conditions of the construction contract.

H. Limits of Authority.

1. DESIGN PROFESSIONAL's efforts will be to provide CITY a greater degree of confidence that the completed Work generally conforms to the Contract Documents. On

the basis of visits to the Site and on-Site observations, DESIGN PROFESSIONAL will keep CITY informed of the progress of the Work.

2. DESIGN PROFESSIONAL's visits to the Site and on-Site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.
3. DESIGN PROFESSIONAL will furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the Work. The responsibilities, authority and limitations thereon of any such RPR and assistants will be as provided herein.
4. Neither DESIGN PROFESSIONAL nor the RPR will supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the Work. DESIGN PROFESSIONAL will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
5. Upon authorization by CITY, DESIGN PROFESSIONAL will have authority to disapprove or reject Work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. DESIGN PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
6. DESIGN PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
7. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, Certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
8. The DESIGN PROFESSIONAL will not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the DESIGN PROFESSIONAL and its Subconsultants. The CONTRACTOR will have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

9. The DESIGN PROFESSIONAL shall be responsible for generating and preparing written or electronic responses using the e-Builder document management system pertaining to all construction related documents, including such items as request for information, change orders, request for substitution and/or “or-equal”, and adaptive design for the construction documents prepared by the DESIGN PROFESSIONAL.
10. The DESIGN PROFESSIONAL will be responsible for site safety of DESIGN PROFESSIONAL’s staff and Subconsultant’s employees. The DESIGN PROFESSIONAL will supply the required safety equipment and will ensure that all DESIGN PROFESSIONAL employees and Subconsultant’s employees are properly equipped and trained in all safety procedures and precautions.
11. The limitations upon authority and responsibility set forth in this agreement will also apply to DESIGN PROFESSIONAL’s Consultants, Subconsultants, RPRs, and assistants.

II. PROJECT MILESTONES

DESIGN PROFESSIONAL will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:

1. Task Series 100 through 400 - Services will be completed on or before 708 calendar days or twenty-four (24) months, as anticipated to complete construction activities.
2. Task Series 500 – Project Closeout will be completed within 60 calendar days, or two (2) months of the CONTRACTOR’s Submittal of Construction Record Markups.

III. BASIC SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL under the Construction 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 Subconsultants employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on the total anticipated schedule of approximately 768 calendar days or twenty-six (26) months, as detailed in Section II – Project Milestones. Any changes to this anticipated schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

Task 101 Project Management Services (26 months)

DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL's scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; submission of a schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL's work progress; and quality control of services provided, which shall all be documented using e-Builder, the CITY's document management system.

Task 102 Monthly Invoicing (26 invoices)

DESIGN PROFESSIONAL will prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices will be uploaded to the CITY's project document management system. Each invoice by DESIGN PROFESSIONAL and Subconsultants will be itemized as follows:

Task Series 100 – Project Management and Administration

Task Series 200 – Construction Phase Office and Field Support Services

Task Series 300 – Resident Project Representative Services

Task Series 400 – Startup Services

Task Series 500 – Project Closeout

A copy of the Subconsultant utilization report will be attached to the monthly invoice.

Task 103 Provide Monthly Status Report (26 reports)

DESIGN PROFESSIONAL will prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports will be uploaded to the CITY's web-based document management system (e-Builder). Project status report will accompany the monthly invoice submittal. The monthly progress status reports will document the DESIGN PROFESSIONAL's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. The monthly project status report will identify work performed by 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 DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, M/WBE utilization goals, and an estimate of work percent completion and earned value for each Task Series in the Scope of Services based on the work completed. A short narrative will be provided to describe the work activity performed for each task within each Task Series.

Task 104 Subconsultant Agreements and Administration (26 months)

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

Task 105 Document Management

The DESIGN PROFESSIONAL will utilize the CITY's web-based document management system (e-Builder) for managing, tracking and storing all construction related documents associated with the Project. Documents will include, but are not limited to, shop drawings, submittal responses between the CONTRACTOR, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the web-based document management system provided by the CITY.

TASK SERIES 200 – CONSTRUCTION OFFICE AND FIELD SUPPORT SERVICES

To establish the basis for the DESIGN PROFESSIONAL's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of 522 calendar days or eighteen (18) months for the Project. Any changes to this anticipated construction schedule may result in changes to the scope of Tasks 101, 102, 103, 201, 202, 206, 209 and 300, and may require an adjustment to the Scope of Services and/or DESIGN PROFESSIONAL's compensation as approved by the CITY.

Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 201 CONTRACTOR Communication

The DESIGN PROFESSIONAL's Project Manager and Resident Project Representative (RPR) will act as the primary point of contact with the CONTRACTOR. All contractual written communication regarding scope, schedule and costs with the CONTRACTOR will be authorized by the CITY's Project Manager. Other project and field related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the CONTRACTOR and DESIGN PROFESSIONAL and all written communication of any kind shall be copied to the CITY's Project Manager. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY. All of the correspondence identified in this paragraph and during construction shall be maintained on e-Builder, the CITY's document management system.

Task 202 Review CONTRACTOR's Schedules and Monthly Payment Applications (24 schedules and pay apps max.)

DESIGN PROFESSIONAL will receive, review, and comment on the CONTRACTOR's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for the project, and monthly updates of the construction schedule, schedule of submittals, and monthly payment applications.

1. Construction Schedule. Review of CONTRACTOR's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the CONTRACTOR's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the CONTRACTOR's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.
2. Schedule of Submittals. Review of CONTRACTOR's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of CONTRACTOR's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments.
4. Schedule of Monthly Payments. DESIGN PROFESSIONAL will receive and review the CONTRACTOR's initial schedule of estimated monthly payments and advise CITY as to its acceptability.
5. Monthly Payment Applications. DESIGN PROFESSIONAL will review the CONTRACTOR's payment request for accuracy and confirm with the RPR that all items were performed as noted. DESIGN PROFESSIONAL will forward recommendations for payment of items on the monthly payment request to the CITY's Project Manager including monthly photographs, progress narrative, updated schedule, and updated schedule of monthly payments, and materials/equipment delivered (and evidence of insurance if stored offsite if allowed by the CITY).

Task 203 Interpretations of Contract Documents (10 RFIs max.)

DESIGN PROFESSIONAL will issue, with reasonable promptness, written clarifications or interpretations (which may be in the form of Drawings) of the requirements of the Drawings and Specifications as DESIGN PROFESSIONAL may determine necessary, which will be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications will be provided to the CITY for review and approval, and distributed to the CONTRACTOR, CITY and RPR.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of ten (10) Requests for Interpretations will be completed by DESIGN PROFESSIONAL for the project.

Task 204 Preconstruction Conference (1 meeting)

DESIGN PROFESSIONAL will facilitate a preconstruction conference, with the CONTRACTOR, CITY and RPRs. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the CONTRACTOR, and CITY. The preconstruction conference will include a discussion of the CONTRACTOR's preliminary schedules, work plan, procedures for transmittal, review, and acceptance of the CONTRACTOR's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the CONTRACTOR's responsibilities for safety and first aid, and other administrative items using e-Builder; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare meeting notes to the CITY for review and approval, and distribute meeting notes to all parties in attendance of the Preconstruction Conference.

Task 205 Review and Process Substitutions and Or Equals. (5 substitution requests max.)

DESIGN PROFESSIONAL will review and recommend the acceptance or rejection of material or equipment items submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to five (5) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

Task 206 Perform Site Visits (12 visits max.)

DESIGN PROFESSIONAL and its Subconsultants will make site visits as required to review special construction issues, inspections, installation checks, functional acceptance testing, with CONTRACTOR and CITY. DESIGN PROFESSIONAL and its Subconsultants will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted in Task 209. To establish the basis for the DESIGN PROFESSIONAL's compensation, twelve (12) site visits attended by DESIGN PROFESSIONAL and its Subconsultants are anticipated. The following breakdown of the site visits by engineering discipline is assumed:

Discipline	No. of Visits
Structural Engineer	6
Civil Engineer	2
Instrumentation Engineer	2

Electrical Engineer	2
---------------------	---

Task 207 Shop Drawings and Data Submittals (125 shop drawing reviews max.)

DESIGN PROFESSIONAL will receive, review, and approve submittals and data submitted by the CONTRACTOR as required by the Construction Contract Documents. DESIGN PROFESSIONAL's review and approval will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the information given in the Construction Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Design Professional shall have the respective Engineer of Record review the shop drawings/submittals or supervise the review of the shop drawings/submittals. If the respective Engineer of Record is not the primary reviewer, the submittal review will have two signs offs, one for the Engineer of Record and the primary reviewer.

1. DESIGN PROFESSIONAL's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Construction Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
2. DESIGN PROFESSIONAL's review and approval of submittals or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Construction Contract Documents unless CONTRACTOR has in writing called DESIGN PROFESSIONAL's attention to each such variation at the time of submission as required by the Construction Contract Documents and DESIGN PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated into or accompanying the submittals or samples approval; nor will any approval by DESIGN PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of the Construction Contract Documents.
3. DESIGN PROFESSIONAL will provide electronically to the CITY if it so desires CONTRACTOR's submittals for review and comment. CITY's reviews shall abide by the same terms and conditions as that of DESIGN PROFESSIONAL so stated herein.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within twenty-one (21) calendar days of receipt thereof for final approval.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of one hundred-twenty-five (125) submittals for the project, including resubmittals, are budgeted to be reviewed. Additional submittals will be reviewed by DESIGN PROFESSIONAL as an Optional Service. Refer to the attached list of anticipated shop drawings that the Contractor will be required to submit. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction

Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

Task 208 Review Operation and Maintenance Manuals (20 O&M reviews max.)

DESIGN PROFESSIONAL will receive and review preliminary and final operation and maintenance manuals developed by equipment manufacturers and submitted by CONTRACTOR. DESIGN PROFESSIONAL's review will be for general conformance to the O&M manual development requirements and applicability to the equipment items actually installed. DESIGN PROFESSIONAL will submit its review comments along with preliminary O&M manuals to CONTRACTOR and CITY, and final O&M Manuals received from the CONTRACTOR to CITY.

To establish basis for DESIGN PROFESSIONAL's compensation a combined total of up to twenty (20) preliminary, final, and electronic O&M manual review submittals are budgeted to be reviewed as part of the Basic Services. O&Ms are required for the residuals collection equipment (Section 11410), laundry system (Section 11411), instrumentation (Section 13500, 13530, 13561, 13563, and 13570 inclusive) and motors for process equipment (Section 16220).

Task 209 Attend Progress Meetings (18 progress meetings max.)

DESIGN PROFESSIONAL along with the RPR(s) will attend monthly progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes. The meeting minutes shall be submitted within 7 days following completion of the progress meeting.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of eighteen (18) progress meetings, representing one (1) per month assuming a duration of 1 hour per meeting followed by up to a one-hour site visit. DESIGN PROFESSIONAL attendance will be limited to 2 people (not including RPRs).

Task 210 Assist in Evaluating Claims and Change Order Requests (10 WCDs, 3 C.O.s max.)

DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the CONTRACTOR or initiated by DESIGN PROFESSIONAL issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each change order request on the CONTRACTOR's construction schedule.

DESIGN PROFESSIONAL will review change order requests and cost proposals prepared by the CONTRACTOR for the contemplated work. The DESIGN PROFESSIONAL will prepare a

written recommendation stating the reason for each change order request and recommended action by CITY.

The DESIGN PROFESSIONAL will negotiate change order requests with the CONTRACTOR on CITY's behalf for approval by the CITY prior to CONTRACTOR's start of work defined in each change order request. If the CITY determines that the CONTRACTOR must competitively bid certain Subcontractor work covered under a change order request, DESIGN PROFESSIONAL will review bids of the CONTRACTOR and provide a written recommendation of those bids to the CITY if authorized under Optional Services.

The DESIGN PROFESSIONAL will draft all change orders for the CITY. CITY will review, approve and execute all change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and CONTRACTOR.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of three (3) change orders and ten (10) work change directives have been budgeted.

Task 211 Field Material Testing (36 test reports max.)

It will be the responsibility of the CONTRACTOR to conduct field materials testing during construction. The DESIGN PROFESSIONAL, RPR, and their Subconsultants will not be responsible for providing this service as part of this Amendment. DESIGN PROFESSIONAL will review field materials test results performed by CONTRACTOR and provide recommendation of acceptance to CITY and CONTRACTOR.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of thirty-six (36) field materials test report reviews have been budgeted.

Task 212 Substantial Completion Inspection

The DESIGN PROFESSIONAL, RPR, Subconsultants and CITY will perform an inspection at substantial completion and prepare a punch list of deficiencies requiring completion or correction. It is assumed that each lead discipline engineer will attend. The DESIGN PROFESSIONAL will submit to the CITY a statement of substantial completion, with a punch list.

Task 213 Final Completion Inspection

The DESIGN PROFESSIONAL, the CITY and the RPR will perform a final inspection of the work to determine if the punch list of deficiencies from the Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL and the RPR will submit to the CITY a statement of final completion.

Task 214 Prepare Operations Manual (1 manual)

The DESIGN PROFESSIONAL will prepare an Operations Manual for the new Secondary Basin equipment. The following topics will be included in the Operations Manual:

1. System Description. Description of the residuals collection equipment, launder system, residuals level sensor, and associated appurtenances, and “normal operating mode” as provided by the instrumentation and controls descriptions for all elements of the project.
2. Design Criteria. Tables of design criteria for the system components.
3. Normal Operation. System’s normal operation procedures with block diagrams of normal start-up and shutdown procedures. DESIGN PROFESSIONAL will not be responsible for the development of any emergency procedures; emergency procedures development and implementation shall be the sole responsibility of the CITY. Emergency procedures development is not included in this Project. The following topics will be included in the operations manual prepared by DESIGN PROFESSIONAL:

Name of System or Process	Operator-Centric Description
Process Objective and Description	Description of the system or process with the objective of ‘connecting’ the upstream and downstream processes specific to the facility. This section will include a description of the ‘normal operating mode’ and the ‘alternative operating modes’.
Operational Process Control	Description of the system or process with the objective of providing site-specific process control tools such as pump operating scenarios.
Process Alarms and Set Points	Description and/or table of the system or process alarms and set points with the objective of providing site-specific directions.
Startup Procedures	Step-by-step procedures for initiating normal process operation, including local control panel configuration, instrumentation, monitoring and control, SCADA monitoring and control.
Shutdown Procedures	Step-by-step procedures for initiating shutdown of process/system flow, securing pumping equipment, instrumentation, SCADA and other ancillary systems/subsystems.
Process Control Troubleshooting	Description of the system or process with the objective of providing site specific process

	control troubleshooting information using flow charts and/or tables.
--	--

4. Maintenance. Discussion of the normal and preventative maintenance procedures.

The DESIGN PROFESSIONAL will provide four (4) hard and one electronic preliminary copies of the Operations Manual to OWNER for review. The DESIGN PROFESSIONAL will update the preliminary manual after commissioning and acceptance testing and submit two (2) electronic copies, one in Adobe Acrobat PDF format and one in MS Word format, and three (3) hard copies to OWNER.

Task 215 Electronic O&M Manual

1. After reviewing the CONTRACTOR submitted electronic/facility O&M manual, DESIGN PROFESSIONAL shall integrate the DESIGN PROFESSIONAL developed files/deliverables such as: SOPs, record drawings, asset criticality, maintenance activities, developed maintenance activities, recorded training, process training documents, shift checklist, RPR photos with an emphasis on buried utilities, and asset database. DESIGN PROFESSIONAL shall name and tag each linked file in the E-O&M with the applicable asset name and PID tags. Troubleshooting matrices should be included for interacting unit processes. Unit Process troubleshooting is in the unit process SOP. E-O&M will include references to City and Water services policies, resources, and standards such as lockout/tagout, OCCP, confined space, and other relevant standards.
2. DESIGN PROFESSIONAL is responsible for incorporating interrelated operating information to ensure the manual flows through and addresses each unit process in its entirety. DESIGN PROFESSIONAL shall include any final drawings and other records omitted by the CONTRACTOR that has previously been transmitted to the DESIGN PROFESSIONAL. Comments from the City reviewers will be consolidated into one submittal to the DESIGN PROFESSIONAL. The final E-O&M will be an Adobe Acrobat PDF document with bookmarks to the different sections.

TASK SERIES 300 – RESIDENT PROJECT REPRESENTATIVE SERVICES

DESIGN PROFESSIONAL will provide Resident Project Representative (RPR) services to observe the construction work associated with the Project as defined in the Construction Contract Documents. DESIGN PROFESSIONAL will provide RPR assistants.

The RPR and its assistants will observe the CONTRACTOR's work and perform the services listed below.

1. RPR Level of Effort. To establish basis for DESIGN PROFESSIONAL's compensation for resident project representative services, the effort for Task Series 400 is based on providing one full-time RPR working up to 40 hours per week, over the course of 492 calendar days until substantial completion, and one partial RPR working up to 10 hours

per week for the remaining 30 days until final completion. DESIGN PROFESSIONAL will stagger working hours for RPR if CONTRACTOR elects to work outside standard working hours if allowed by the Contract Documents. In the event that CONTRACTOR's schedule exceeds the amount of RPR hours established under this agreement, DESIGN PROFESSIONAL will provide a recommendation to the City regarding options to vary the hours of the RPR in a good-faith effort to remain within the authorized RPR hours established in this Amendment.

2. General Responsibilities. RPR will be on site during key construction milestones from the CONTRACTOR's first key milestone task until final completion of the Work or up to the budgeted number of hours indicated herein. RPR will be responsible to perform site observation and liaison tasks with the CONTRACTOR, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work, documenting their work and associated construction documents on e-Builder.

DESIGN PROFESSIONAL will be responsible for providing all other supplies and equipment necessary for performance of the field work.

Task 301 Schedules

RPR will assist DESIGN PROFESSIONAL with the review of CONTRACTOR's monthly construction schedule updates as described in Task 202. RPR will provide comments concerning their acceptability to DESIGN PROFESSIONAL.

Task 302 Meeting and Conferences

1. RPR will attend the preconstruction conference.
2. RPR will attend weekly field coordination meetings, monthly progress meetings, and other meetings with CITY, CONTRACTOR, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. CONTRACTOR will be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

Task 303 Liaison

RPR will serve as DESIGN PROFESSIONAL's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist CONTRACTOR in understanding the intent of the Contract Documents. The RPR will provide the following liaison services, as limited by the budgeted hours:

1. Discuss work activities on site with the CONTRACTOR on a periodic basis. When the CONTRACTOR does not perform work in the field, record it in the daily log. Track

weather conditions on days when the CONTRACTOR does not perform work on the site, include weather conditions in the daily log.

2. Be aware of construction site activities and be prepared to report to the CITY by telephone and/or email depending on the urgency of the matter. Awareness of job site activities, at times when the RPR is not on site, is limited to that which is reported to the RPR by the CONTRACTOR.
3. Track the CONTRACTOR's progress on a regular basis on City provided forms. Keep a running record of work performed. Record will be in sufficient detail that it will be useful in evaluating the CONTRACTOR's status reports and applications for payment. Track which assets have been replaced or constructed. Record will include quantities for payment (by asset, monthly totals), and dates of construction or replacement of each asset. It is not anticipated that RPR will observe all construction work. Recording of daily construction activity will rely upon regular conversations with the CONTRACTOR to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings, only when requested.
4. Witness and document testing performed by the CONTRACTOR.
5. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any buried contaminants of concern.

Task 304 Review of Work, Rejection of Defective Work, Inspections and Testing

1. RPR will conduct onsite observations of the general progress of the Work to assist DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR will report to DESIGN PROFESSIONAL and CITY whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when RPR believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. DESIGN PROFESSIONAL will report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

6. Observe field materials testing services performed by CONTRACTOR's quality control and testing laboratory Subcontractor. RPRs will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.
7. RPR will verify that tests and operations and maintenance training is conducted as required by the Contract Document and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR is on site.

Task 305 Records

1. RPR will maintain in orderly files correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will keep a recording of general CONTRACTOR hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures on City provided forms. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
3. RPR will record names, addresses, and telephone numbers of all CONTRACTOR, Subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR is on site, or as indicated by the CONTRACTOR when the RPR is not on site.
4. Maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the CONTRACTOR, and a marked record set of conforming to construction documents will be provided to the CITY. The CONTRACTOR will be responsible for maintaining record drawings to be used for Construction Record Drawings as part of Task 501.

Task 306 Reports and Document Review

1. Submit to DESIGN PROFESSIONAL, with an e-mail copy to the CITY's Project Manager or designate on a weekly basis, the daily reports of RPR observed events at the job site, including the following information:
 - a. Hours the CONTRACTOR worked on the site.

- b. Review CONTRACTOR and Subcontractor personnel on site (Daily Labor Force Report received from CONTRACTOR).
 - c. Construction equipment on the site.
 - d. Observed delays and potential causes.
 - e. Weather conditions.
 - f. Data relative to claims for extras or deductions.
 - g. Daily construction activities and condition of the work.
 - h. Observations pertaining to the progress of the Work.
 - i. Materials received on site.
 - j. Construction issues, and resolutions or proposed resolutions to issues.
 - k. Progress photographs.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

Task 307 Payment Requisitions

RPR will review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work. As a part of the review, RPR will review CONTRACTOR's annotated drawings showing changes made during construction for completeness.

Task 308 Substantial Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before distribution by the DESIGN PROFESSIONAL.

Task 309 Final Completion Inspection

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY and CONTRACTOR. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the CONTRACTOR. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.

2. RPR and DESIGN PROFESSIONAL will verify that all items on punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.

TASK SERIES 400 – STARTUP SERVICES

Specific startup services phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

Task 401 Operations Training

1. Operations training will be provided by DESIGN PROFESSIONAL
2. Training beyond that provided by the equipment manufacturer will cover a description of the new facilities, their intended function, and standard operation of the new facilities. The training will occur after all vendors have completed their individual startup and training services.
3. Key aspects of process control, troubleshooting, and recovery from potential adverse conditions will be addressed.
4. Training will be provided in two (2) classroom sessions, each lasting no more than two (2) hours.
5. Training materials shall be provided, including any hard copies of any materials, by the DESIGN PROFESSIONAL.
6. Training shall be recorded and provided to the CITY on a DVD or other suitable digital media.
7. Follow-up audit to confirm CITY is operating the new facilities as intended shall be performed on the three (3) month anniversary from the date when CITY took possession and began to operate the new facility or substantial completion, whichever occurs first. An audit report, summarizing the level of compliance with SOPs, and providing recommendations to the CITY, will be developed by DESIGN PROFESSIONAL.

Task 402 Commissioning and Startup Support

1. DESIGN PROFESSIONAL shall provide support to the CITY in the commissioning of each major process system at the facility. Key provisions of this support will include the following:
 - a. Development of an initial Commissioning Plan, which identifies each major system, the parties involved in commissioning, and their respective responsibilities. Chemicals and other consumables needed during commissioning and operation will be identified, and the party responsible for providing them will be identified. Disposal of used materials, debris and other waste products will be identified and the responsible party for disposal shall be identified.

- b. Identification of when each system is at a stage of completion appropriate for beginning commissioning activities. Downstream and upstream ancillary systems will be confirmed ready for commissioning activities as a part of this task.
 - c. Inspecting, with the coordination and support of the CONTRACTOR, each system to identify all components are present, installed appropriately, and that each major piece of equipment appears to be functional.
 - d. Documentation of each inspection for inclusion in the final Commissioning Report.
 - e. Where applicable, major equipment capacities and capabilities will be tested prior to startup.
 - f. Test of all alarms, logic, reporting, and functionality of local and remote controls
 - g. Confirm calibration of all measuring and metering equipment and instruments
 - h. A description of any failures of the construction or equipment to meet the requirements of the Commissioning Plan, and the steps taken to resolve the failure.
 - i. A final Commissioning Report will be provided to the CITY, documenting that all major systems are ready to be put into service. The CITY will make the final decision as to the readiness of the facility.
2. DESIGN PROFESSIONAL shall provide support to the CITY in the startup of each major process system at the facility. Key provisions of this support shall include:
- a. Development of an Initial Startup Plan, which identifies each major system, the parties involved in startup, and their respective responsibilities. Chemicals and other consumables needed during startup will be identified, and the party responsible for providing them will be identified. Disposal of used materials, debris and other waste products will be identified and the responsible party for disposal shall be identified. The Plan will also provide a recommended startup sequence and identify what coordination is needed with existing facilities, as applicable. Final conditions for turnover will be described.
 - b. Coordination with the equipment manufacturer to identify when each system is ready for startup. Readiness of upstream and downstream ancillary facilities will also be confirmed.
 - c. Provide startup procedures when not provided by the equipment manufacturer.
 - d. Attendance at, and written documentation of, startup of each major system by vendor or their representative.
 - e. Confirmation of staff training by vendor or their representative. In advance of training, the WSD management team and DESIGN PROFESSIONAL will be provided with a course outline and a list of questions to be addressed by the training

- and the presentation materials. The WSD management team shall distribute the documents to the appropriate operations and maintenance staff. All training shall be recorded.
- f. Confirm vendor has demonstrated each piece of equipment is functioning as specified with the entire system in service.
 - g. When startup efforts are not successful, DESIGN PROFESSIONAL will investigate the cause with cooperation of the CITY and the CONTRACTOR and provide recommendations as to the resolution of the problem.
 - h. DESIGN PROFESSIONAL shall observe and record the testing of each individual piece of process equipment within a major system to confirm performance per the DESIGN PROFESSIONAL's specifications. Records will indicate if systems are acceptable for operational turnover to the CITY.
 - i. A final Startup Report will be provided to the CITY, documenting that all major systems have been put into service, and the observed performance of each piece of major process equipment. Transfer of operational control of the facilities will occur after this point.

Task 403 Standard Operating Procedures (2 SOPs Total)

1. DESIGN PROFESSIONAL will provide a written Standard Operating Procedure (SOP) for each major piece of process equipment in the Project. The format of the SOP will follow the standard provided by the CITY and will include the following sections:
 - a. Purpose - a description of the system and its overall function and components.
 - b. Definitions - key terminology specific to the equipment.
 - c. Common Hazards, Safety Equipment, Procedural Precautions, and Limitation.
 - d. Operational Instructions.
 - e. Typical Operating Procedures - includes startup, operation, shutdown.
 - f. Lockout/Tagout Procedures.
 - g. OCCP Policy for process shutdown.
 - h. Troubleshooting.
2. Document shall utilize the NOTES/CAUTION and WARNING system as defined by CITY
3. Lockout/Tagout procedures shall include specific procedures for each piece of equipment and generally follow the CITY's established procedures

4. Procedures shall be based on typical/standard operating conditions as anticipated by the DESIGN PROFESSIONAL and as designed by the manufacturer.
5. Provide draft SOPs for review and comment by the CITY.
6. A final draft of the SOPs incorporating the CITY's comments, provided as a hard copy in a three-ring binder will be provided. Three (3) hard copies will be provided. One (1) electronic copy in both PDF and MSWord will be provided.
7. After facility training is completed as specified in Task 401, and prior to the final Startup Report, DESIGN PROFESSIONAL will provide training on the use and update of the SOP documents to CITY. Two (2) training sessions lasting no longer than two (2) hours will be provided at the project location, Water Services offices, or DESIGN PROFESSIONAL's offices, as agreed-upon by CITY and DESIGN PROFESSIONAL.
8. Follow-up audit to confirm CITY is operating the systems as described in the SOPs will be performed on the three (3) month anniversary from the date when CITY took possession and began to operate the facility or substantial completion, whichever occurs first. An audit report, summarizing the level of compliance with SOPs, and providing recommendations to the CITY, will be developed by DESIGN PROFESSIONAL.

Task 404 Criticality and Maintenance Workshops

1. DESIGN PROFESSIONAL shall use P&IDs and non-process assets to create a Project Asset Database. This database shall then be used by the DESIGN PROFESSIONAL to conduct two (2) workshops with a focus on determining the criticality of the new assets/equipment constructed in this project as well as assets modified by the project. Workshops will develop the consequence of failure and probability of failure for different types of failure for each asset. Criticality of new assets will be. Failure modes effect analysis (FMEA)/Failure defense plans (FDP) will be developed for assets. List of recommended spares based on assets designated as run to fail will be developed and compared to those in the project specifications. DESIGN PROFESSIONAL will provide an electronic criticality table with developed FDPs.
2. DESIGN PROFESSIONAL shall lead up to two (2) maintenance workshops to develop the work orders for new and modified assets. DESIGN PROFESSIONAL will review OEM O&M manual maintenance recommendations with the CITY. Maintenance activities (Preventive & Predictive) will be divided between operations and maintenance. The updated shift checklists for the site(s) will be reviewed for deficiencies. DESIGN PROFESSIONAL will facilitate a discussion of which OEM recommended maintenance activities have value after the warranty period. If necessary, the DESIGN PROFESSIONAL and CITY will develop additional maintenance activities not recommended by the OEM with a particular focus on predictive maintenance activities such as vibration testing, lubricant testing, and IR testing to support the CITY's reliability centered maintenance program. Maintenance activity frequency will also be discussed. Lubrication for assets will be discussed with a focus on preventing which currently stocked lubricants may be used in new equipment.

3. CITY will provide a template for machine reading assets and maintenance activities into the CITY's Computerized Maintenance Management System (CMMS). Template will include assets information such as asset additions, asset updates, asset retirements including a rough estimated value, maintenance activities for the assets, PID tags within the asset, and asset categorization. DESIGN PROFESSIONAL shall fill out the template, provided by the CITY, of an Access Database to document changes in the CMMS; insert asset additions, updates and retired assets; work order updates; new PMs; PMs to be retired; non-destructive testing updates; and other asset fields. Assets shall be coordinated and categorized with the applicable P&ID tags for entry into CITY's CMMS and Financial Software.
4. DESIGN PROFESSIONAL will also conduct a workshop on facility data. Any points communicated to a PLC and not SCADA will be discussed. Alarm set point and priority will be reviewed and developed. Historian settings for each point will also be developed or reviewed.

TASK SERIES 500 – PROJECT CLOSEOUT

Task 501 Construction Record Drawings

1. Upon substantial completion and the CONTRACTOR's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the CONTRACTOR and the RPR for the project that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL will provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format. DESIGN PROFESSIONAL will submit record BIM information in accordance with CITY BIM standards.
3. The RPR will close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment using the e-Builder document management system. DESIGN PROFESSIONAL will review these items with RPR before issuing a statement of final completion to the CITY. The DESIGN PROFESSIONAL will review and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY using the e-Builder document management system.

Task 502 Furnish CONTRACTOR's Completion Documents

DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Review Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final

payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Services task.

Task 503 Project Closeout Documentation

The DESIGN PROFESSIONAL will review and file applicable documents required by the CITY pertaining to the project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

Task 504 Develop and Coordinate O&M Training

DESIGN PROFESSIONAL will coordinate O&M training for the Work. DESIGN PROFESSIONAL, in cooperation with equipment vendors, will develop a training program for the O&M of the equipment installed under this Project. The maintenance program will include general training on repairs, assembly and disassembly of equipment. Training will be conducted by DESIGN PROFESSIONAL in no more than three (3) sessions convenient to CITY such that staff responsible for O&M of facility will be able to attend during their normal work hours. Vendor's training will be required to supplement this training. The DESIGN PROFESSIONAL will submit ten (10) copies of the training program to CITY for use during training.

OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's contract upper limit includes an Optional Services Allowance of \$107,500.00. This allowance is for additional professional services that may be required during the course of the Project. Optional Services will not be performed nor is the DESIGN PROFESSIONAL approved to utilize any allowance monies unless specifically authorized in writing by the CITY. Compensation for Optional Services will be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

1. Additional RPR Services or Office Phase Services beyond the quantities defined in the Basic Scope of Services.
2. Additional requests for interpretations or information, site visits, progress meetings, change orders beyond the quantities defined in the Basic Scope of Services.
3. Regulatory Coordination: Liaison with Regulatory Agencies.
4. Any meetings with local, State, or Federal agencies or utilities, or other affected parties to discuss the project, other than those specifically noted.
5. Any appearances at any public hearings or before special boards.
6. Any engineering Work required to meet the requirements of regulatory or funding agencies

that may be required to respond to comments or necessary to implement project.

7. Special consultants or independent professional associates requested or authorized by Owner.
8. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with the project.
9. Provision, through a subcontract, of photographs or videotapes of the facility.
10. An environmental assessment report and/or environmental impact statement as requested by Owner or required by review agencies beyond what has been provided.
11. Provision, through a subcontract, of any special reports or studies on materials and equipment requested by Owner.
12. Monitoring site or adjacent sites for air quality and/or noise.
13. Provisions to prepare or conduct confined space evaluation or permits.
14. Providing written procedures, training, physical assessment, or any other Health and Safety provisions that may be required in the event hazardous materials are encountered.
15. Development of hazardous waste treatment, mitigation or reduction systems for handling hazardous materials found or generated on the project.

END OF SCOPE OF SERVICES

LIST OF ANTICIPATED SHOP DRAWINGS

This list of anticipated shop drawings is based on the required shop drawings that the CONTRACTOR is required to submit for review as stated in the Contract Documents. The estimated number of times that a shop drawing is submitted or resubmitted by a contractor or their subcontractors before the correct information is submitted is based on typical B&V project experience or based on multi-part submittals as described in each specification.

WTP Secondary Basin Improvements - Anticipated Shop Drawing Submittals	
Specification Section	Anticipated Number of Submittals or Re-submittals
Section 01015, Article 28 – Communication Plan	1
Section 1015, Article 31 – Work Plan	2
Section 01320, Article 1.04.A – Scheduler Qualifications	1
Section 01320, Article 1.04.B – Submittals Schedule	1
Section 01320, Article 1.04.C – Preliminary Construction Schedule	1
Section 01320, Article 1.04.E – Construction Schedule	17
Section 01320, Article 1.04.F – CPM Reports	17
Section 01380, Article 1 – Construction Photos	17
Section 01615, Article 1-3 - Submittals	2
Section 01650, Article 4 - Submittals	2
Section 01650, Article 9 – Startup Schedule and Startup and Commissioning Plan	2
Section 01650, Article 10 – Startup Reports and Records	1
Section 01664, Article 1.03 – Submittals	2
Section 01741, Article 1.03 – Submittals	2
Section 01800, Article 3.1 – OCCP Completion	7
Section 01820, Article 1.03 – Submittals	2

Section 03301, Article 1.03 – Submittals	6
Section 03600, Article 1-2 - Submittals	2
Section 03920, Article 1-2 - Submittals	2
Section 03930, Article 1-2 – Submittals	2
Section 05520, Article 1.4 – Action Submittals	2
Section 05520, Article 1.5 – Informational Submittals	1
Section 05221, Article 1.2 – Action Submittals	2
Section 05221, Article 1.2 – Informational Submittals	1
Section 05530, Article 1.4 – Action Submittals	2
Section 05530, Article 1.5 – Informational Submittals	1
Section 05550, Article 1-3 – Submittals	2
Section 05990, Article 1-2 – Submittals	2
Section 07900, Article 1-4 – Submittals	1
Section 11410, Article 1-3 – Submittals	4
Section 11411, Article 1-3 – Submittals	4
Section 13500, Article 1-4.01, 1-4.02, and 1-4.03 Includes the following sections: 13530, 13561, 13563, 13570	8
Section 16050, Article 1-6 – Submittals	2
Section 16220, Article 1-3 – Submittals	2
Section 16220, Article 1-4 – Operation and Maintenance Data and Manuals	2
Total Estimated Number of Shop Drawing Submittals	125 Submittals

CONFIDENTIAL**ATTACHMENT C2**

**BLACK & VEATCH CORPORATION
SCHEDULE OF POSITION CLASSIFICATIONS AND SALARY RATES
FOR
CITY OF KANSAS CITY, MISSOURI**

The Attachment C hourly rates for an employee may be increased by the Design Professional during the term of this Agreement a maximum of 5% annually. Design Professional will provide the City for approval on April 1st of each City's fiscal year proposed salary rate ranges for the job classification listed. New job classification will be added to the above list as applicable

Hourly Billing Rates Effective April 1, 2021 through March 31, 2022

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 009	90.82	110.09
	ADM 008	52.02	89.26
	ADM 007	52.67	77.68
	ADM 006	42.99	74.37
	ADM 005	35.27	60.00
	ADM 004	28.49	48.23
	ADM 003	24.63	41.11
	ADM 002	19.85	38.93
	ADM 001	19.50	22.74
Administrative Support (ADO)	ADO-007	28.98	47.96
	ADO-006	25.37	44.57
	ADO-005	21.81	35.42
	ADO-004	18.10	28.11
	ADO-003	17.88	22.18
	ADO-002	20.79	20.79
Architectural (ARC)	ARC-008	72.35	76.45
	ARC-007	71.47	71.47
	ARC-006	51.82	60.77
	ARC-005	41.31	46.05
	ARC-004	37.00	39.18
	ARC-003	27.00	35.37
	ARC-001	26.74	26.74
Construction Services (CNS)	CNS-012	128.01	132.74
	CNS-011	107.06	116.25
	CNS-010	90.00	103.38
	CNS-009	76.88	101.50

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	CNS-008	62.88	93.56
	CNS-007	56.94	85.98
	CNS-006	44.12	69.67
	CNS-005	38.22	60.20
	CNS-004	37.57	48.36
	CNS-003	31.42	46.06
	CNS-002	26.89	37.49
	CNS-001	31.03	31.03
Consulting (CST)	CST-008	130.00	150.00
	CST-007	110.00	126.98
	CST-006	80.00	123.82
	CST-005	61.20	110.00
	CST-004	65.89	65.89
	CST-003	39.49	60.00
	CST-002	35.25	55.00
	CST-001	29.95	45.00
Engineering (ENG)	ENG-136	71.00	123.00
	ENG-135	68.45	118.85
	ENG-134	76.38	113.25
	ENG-133	65.12	113.44
	ENG-132	55.22	93.08
	ENG-131	47.35	78.14
	ENG-130	41.79	66.21
	ENG-129	36.24	60.41
	ENG-128	31.38	48.20
	ENG-127	29.92	41.23
Engineering & Technical Specialties (ENS)	ENS-136	90.00	104.00
	ENS-134	87.83	100.47
	ENS-133	61.73	91.04
	ENS-132	49.71	85.10
	ENS-131	44.91	68.31
	ENS-130	39.04	57.54
	ENS-129	33.44	45.67
	ENS-128	28.26	38.93
	ENS-127	27.31	36.10
Engineering Technician (ENT)	ENT-134	63.38	87.56
	ENT-133	67.52	94.71
	ENT-132	50.10	77.08
	ENT-131	47.03	74.31
	ENT-130	38.56	52.98

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	ENT-129	32.12	51.50
	ENT-128	28.47	42.99
	ENT-127	24.93	40.03
	ENT-126	22.76	32.96
	ENT-125	21.15	27.67
Estimating (EST)	EST-009	108.35	108.35
	EST-008	83.40	117.65
	EST-007	66.56	94.45
	EST-006	58.29	81.40
	EST-005	46.68	62.38
	EST-004	42.62	51.24
	EST-003	35.00	37.61
	EST-002	33.12	38.56
Finance (FIN)	FIN-008	68.21	76.25
	FIN-007	50.51	68.96
	FIN-006	44.23	61.18
	FIN-005	34.97	50.62
	FIN-004	29.20	41.10
	FIN-003	24.80	39.87
	FIN-002	21.39	26.50
	FIN-001	20.60	21.53
Information Technology Services (ITS)	ITS-10	126.47	129.81
	ITS-9	89.90	120.19
	ITS-8	79.08	93.61
	ITS-7	58.71	85.32
	ITS-6	48.08	71.61
	ITS-5	39.22	56.46
	ITS-4	30.38	49.52
	ITS-3	27.92	36.07
	ITS-2	23.70	24.41
Legal (LGL)	LGL-10	139.11	142.12
	LGL-9	120.63	140.34
	LGL-8	97.26	110.86
	LGL-7	63.54	102.43
	LGL-6	64.12	75.89
	LGL-5	50.90	54.46
	LGL-4	41.59	41.59
	LGL-3	38.52	46.27
	LGL-2	35.49	36.55

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Marketing & Communications (MAC)	MAC-010	103.28	106.70
	MAC-009	95.00	102.00
	MAC-008	68.63	76.06
	MAC-007	53.40	68.69
	MAC-006	40.83	80.00
	MAC-005	34.82	53.90
	MAC-004	28.00	39.11
	MAC-003	25.98	38.12
	MAC-002	24.51	25.18
	MAC-001	21.19	22.68
Procurement (PCR)	PCR-008	81.74	94.78
	PCR-007	65.07	87.46
	PCR-006	48.60	81.61
	PCR-005	42.26	57.69
	PCR-004	38.00	53.24
	PCR-003	31.82	45.15
	PCR-002	25.78	35.66
	PCR-001	20.70	32.90
Project Controls (PJC)	PJC-009	89.30	93.20
	PJC-008	84.70	103.55
	PJC-007	72.97	97.74
	PJC-006	62.89	84.12
	PJC-005	52.35	66.10
	PJC-004	42.31	56.78
	PJC-003	36.87	51.35
	PJC-002	30.86	43.83
	PJC-001	24.57	41.78
Project Management (PMT)	PMT-008	138.89	138.89
	PMT-007	108.61	135.69
	PMT-006	99.84	139.51
	PMT-005	90.34	128.74
	PMT-004	78.46	111.14
	PMT-003	75.85	114.76
	PMT-002	61.00	94.86
	PMT-001	46.96	93.72
Sales (SAM)	SAM-011	130.00	162.90
	SAM-010	120.01	133.65
	SAM-009	95.02	135.00
	SAM-008	73.64	115.00
	SAM-007	57.35	102.98

CONFIDENTIAL

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	SAM-006	50.71	70.78
	SAM-005	39.62	59.20
	SAM-004	28.89	50.41
	SAM-003	28.71	37.39
	SAM-002	27.23	36.94
	SAM-001	120.01	133.65
Security Services (SEC)	SEC-008	65.00	78.50
	SEC-007	57.55	59.27
	SEC-006	54.26	56.58
Specialized Staff (SPC)	SPC-009	75.00	87.78
	SPC-008	72.96	81.05
	SPC-007	50.53	80.61
	SPC-006	50.94	56.26
	SPC-005	42.17	49.85
	SPC-004	40.12	45.45
	SPC-003	34.99	38.07
	SPC-002	24.19	36.00

End of Attachment C

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80002132 / Contract No. 9472

Project Title Modernization Improvements at the WTP - Amendment 2 (Secondary Basin Improvements CPS)

Black & Veatch Corporation
(Bidder/Proposer)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

I, Jeffrey W. Henson, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15 % MBE and 10 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE

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

- a. Name of M/WBE Firm Custom Engineering, Inc. (MBE)
Address 12760 East US Highway 40, Independence, MO 64055
Telephone No. 816-350-1473
I.R.S. No. 43-1031915
- b. Name of M/WBE Firm DuBois Consultants, Inc. (MBE)
Address 5737 Swope Parkway, Kansas City, MO 64130
Telephone No. 816-333-7700
I.R.S. No. 43-1494206

- c. Name of M/WBE Firm McCurdy Engineers (WBE)
 Address 9613 W. 123rd St., Overland Park, KS 66213
 Telephone No. 913-868-4720
 I.R.S. No. 27-3210878
- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Custom Engineering</u>	_____	<u>\$75,000</u>	<u>100%</u>	<u>6.3%</u>
<u>DuBois Consultants</u>	_____	<u>\$103,189</u>	<u>100%</u>	<u>8.7%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		<u>\$178,189</u>		<u>15%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>McCurdy Engineers</u>	<u></u>	<u>\$294,580</u>	<u>100%</u>	<u>24.9%</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
TOTAL WBE \$ / TOTAL WBE %:		<u>\$294,580</u>		<u>24.9%</u>

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

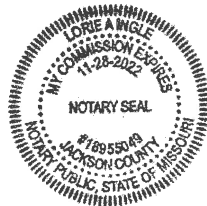
Bidder/Proposer primary contact: Black & Veatch Corporation / Jeffrey W. Henson
Address: 8400 Ward Parkway
Kansas City, Missouri 64114
Phone Number: 913-458-3410
Facsimile number: _____
E-mail Address: hensonj@bv.com

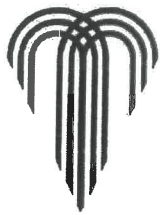
By: *Jeffrey W. Henson*
Title: Associate Vice President
Date: April 16, 2021
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 16th day of April, 2021.

My Commission Expires: 11/28/2022

Lorie A. Ingle
Notary Public





KANSAS CITY
MISSOURI

LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP
Amendment 2 (Secondary Basin Improvements CPS)

Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Custom Engineering (MBE) will provide support with the activities associated with construction phase services for the Secondary Basin Improvements.

for an estimated amount of \$75,000 or 6.3 % of the total estimated contract value.

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

Signature: Prime Contractor

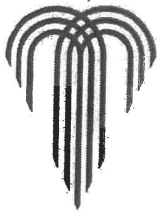
Jeffrey W. Henson
Print Name

Associate Vice President 4/15/2021
Title Date

Signature: M/W/DBE Subcontractor

Joseph T. Davis
Print Name

CEO 04/12/2021
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP
Amendment 2 (Secondary Basin Improvements CPS)

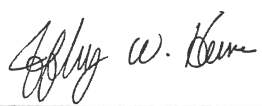
Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with DuBois Consultants, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

DuBois Consultants (MBE) will provide support with the activities associated with construction phase services for the Secondary Basin Improvements.

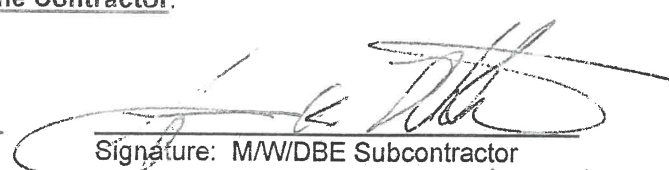
for an estimated amount of \$103,189 or 8.7 % of the total estimated contract value.

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


Signature: Prime Contractor

Jeffrey W. Henson
Print Name

Associate Vice President 4/15/2021
Title Date


Signature: M/W/DBE Subcontractor

A Jany K. Webster
Print Name

PRESIDENT 4/12/2021
Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 80002132 / 9472

Project Title Modernization Improvements at the WTP
Amendment 2 (Secondary Basin Improvements CPS)

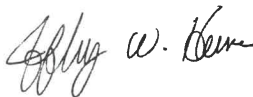
Black & Veatch Corporation ("Prime Contractor") agrees to enter into a contractual agreement with McCurdy Engineers ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

McCurdy Engineers (WBE) will provide RPR services associated with construction phase services for the Secondary Basin Improvements.

for an estimated amount of \$294,580 or 24.9 % of the total estimated contract value.

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



Signature: Prime Contractor

Jeffrey W. Henson

Print Name

Associate Vice President 4/15/2021

Title Date

Amy L. McCurdy

Signature: M/W/DBE Subcontractor

Amy L. McCurdy

Print Name

Owner 4/12/2021

Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jeffrey W. Henson, acting in my capacity as Associate Vice President

(Name)

(Position with Firm)

of Black & Veatch Corporation, with the submittal of this Timetable, certify that
(Name of Firm)

the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

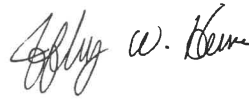
(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>831 days</u> (Specify)				

Throughout 9/30/2023 Beginning 1/3 6/1/2021
Middle 1/3 3/1/2022 Final 1/3 12/1/2022
Beginning 1/3 33 % Middle 1/3 33 % Final 1/3 33 %

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

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



(Signature)

Associate Vice President

(Position with Firm)

4/15/2021

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION FOR DEVELOPMENT AGREEMENTS

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

DEVELOPER: Black & Veatch Corporation

ADDRESS: 8400 Ward Parkway, Kansas City, Missouri 64114

PROJECT NUMBER OR TITLE: Project No. 80002132 / 9472, Modernization Improvements at the WTP - Amendment 2 (Secondary Basin Improvements CPS)

AMENDMENT/CHANGE ORDER NO: (if applicable)

Project Goals:

Contractor Utilization Plan:

15	%	MBE	10	%	WBE
15	%	MBE	10	%	WBE

1. I am the duly authorized representative of the above Developer and am authorized to request this substitution or modification on behalf of the Developer.

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

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

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

(Scope of work of old firm)

Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

b. A modification of the total amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

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

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

- ___ a. The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
 - ___ b. The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
 - ___ c. The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
 - ___ d. Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
 - ___ e. The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
4. If a modification is being requested because Developer cannot substitute a new MBE/WBE firm for an existing MBE/WBE firm, please provide a narrative summary of the Developer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

Developer will present documentation when requested by the City to evidence its good faith efforts.

5. If a modification is being requested because of option 3.d above, please complete the following:
 The previous Contract Price was: _____
 The Contract Price will be (☐ increased by) (☐ decreased by) (☐ unchanged)
 The new Contract Price will be: _____
6. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report
7. Developer certifies it has not attempted intentionally to evade the requirements of the Act, and it is in the best interests of the City to allow a modification or substitution.

Dated: _____

 (Developer)

By: _____
 (Authorized Representative)



KANSAS CITY
MISSOURI

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80002132

Project Title Modernization Improvements at the WTP - Amendment 2
(Secondary Basin Improvements CPS)

STATE OF _____)
COUNTY OF _____)SS

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
- 3 (✓) _____ Prevailing wage does not apply; or

(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____
2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

Notary Public



KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 80002132

Project Title Modernization Improvements at the WTP - Amendment 2 (Secondary Basin Improvements CPS)

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

Owner: City of Kansas City, MO

Project: WTP Secondary Basin Improvements CPS

PHASE/Task	Project Director	Sr. Project Manager	Admin	Engineering Manager	Civil Sr. Engineer	Civil Engineer	Optional Services	Process Director/QC	Process Sr. Engineer	Process Sr. Technician	BIM Coordinator	BIM Director/QC	BIM Manager	BIM Sr. Technician	SUBTOTAL hours	SUBTOTAL Billings \$
(Billing Rate, \$\$/hr.)	\$344.43	\$313.38	\$90.74	\$185.65	\$123.42	\$106.48	\$91,375.00	\$335.32	\$195.05	\$182.76	\$150.30	\$194.13	\$194.13	\$144.04		
WORK BREAKDOWN STRUCTURE																
Project Management and Administration																
Project Management Services (26 months)																
0100																
0101	28	120	80	80											308	\$ 70,042
0102		30	60	28											118	\$ 20,224
0103		15	20	28											63	\$ 11,804
0104	8		10	28	20										66	\$ 11,330
0105		20	80	80	100										280	\$ 40,842
Construction Office and Field Support Services																
0200																
Contractor Communication																
0201		20	20	100	180										320	\$ 48,984
0202		14		14	42										70	\$ 12,254
0203		10		10	50			4	6					40	128	\$ 20,704
0204		4		4	6										14	\$ 2,761
0205				5	20				6						33	\$ 5,240
0206				36	36			2							72	\$ 11,227
0207			125	62	132	190			18						525	\$ 24,857
0208				16	80	80		4	10						190	\$ 28,857
0209	8	72		80	40				6						160	\$ 40,903
0210		10		8	40										50	\$ 7,212
0211				10	35										45	\$ 6,309
0212		2		8	10										20	\$ 3,358
0213		2		8	8										16	\$ 2,367
0214		4	16	8	24	40		4	10	60					184	\$ 31,111
0215				8	12				35						55	\$ 9,363
0300																
0300		8		50	100	20									188	\$ 29,166
0400																
0401		2		8	32			2	6	20					70	\$ 11,572
0402		2		24	48			2	8	85					169	\$ 28,927
0403		2		8	40			2	6						118	\$ 19,800
0404		2		5	16					100					124	\$ 22,804
Project Closeout																
0500																
Construction Record Drawings		2	2	8	38				55						259	\$ 39,303
Furnish Contractor's Completion Documents		2		8	16										24	\$ 3,727
0502		2		8	16										24	\$ 3,727
Project Closeout Documentation		6	36	8	16				4						72	\$ 10,413
0503		2		4	36			2	4						48	\$ 7,277
Develop and Coordinate O&M Training															1	\$ 91,375
0504																
Optional Services (Cost as a Lump Sum)																
0600																
Total, Hours	46	351	449	749	1,138	330	1	28	82	360	63	2	16	180	3,793	\$ 704,556
Total, Billings	\$ 15,844	\$ 112,103	\$ 40,744	\$ 139,054	\$ 140,210	\$ 35,132	\$ 91,375	\$ 9,417	\$ 15,594	\$ 65,794	\$ 9,469	\$ 388	\$ 3,106	\$ 25,926		\$ 704,556

Project: WTP Secondary Basin Improvements CPS

Black & Veatch Proprietary and Confidential
WVTR-JM-FM-60-0710. dtd 3/29/2020

AMENDMENT NO. 3

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002132/9472

MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on July 18, 2019 as follows:

WHEREAS, City has previously entered into a contract dated July 18, 2019 in the amount of \$4,011,980.00; and Amendment No. 1 dated April 10, 2020 in the amount of \$0.00; and Amendment No. 2 dated November 9, 2021 in the amount of \$1,183,000.00; and

WHEREAS, City desires to execute Amendment No. 3, in the amount of \$4,527,732.00, to amend the total contract amount to \$9,722,712.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A3 – Scope of Services for Modernization Improvement at the WTP Phase 2.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C3 – Engineering Fee Summary.

B. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$9,722,712.00 as follows:
 1. \$5,891,225.00 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 is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment C.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$2,927,987.00. The following are reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation in the project area, public outreach materials, and expenses related to onsite testing activities. Onsite testing activities include Bench-Scale Testing (Task 206), Tracer Testing (Task 207), Pilot and Full-Scale Testing (Task 208), and all materials, equipment, pilot plant delivery and pickup, pilot plant rental, and laboratory costs required to implement the testing. Subcontractor's office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Nine Hundred One Thousand Five Hundred and No/100 Dollars (\$903,500.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

Date: November 11, 2021

DESIGN PROFESSIONAL

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

By:



Title: Associate Vice President

Date: 11/18/2021

KANSAS CITY, MISSOURI

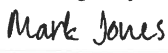
By:

DocuSigned by:

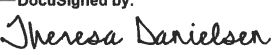
44458FCE836C4D6...

Title: Deputy Director

Approved as to form:

DocuSigned by:

0989E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:

12/10/2021
E0E2BF64764D4B6...
Director of Finance (Date)

ATTACHMENT A3 SCOPE OF SERVICES

Owner: City of Kansas City, Missouri, Water Services Department
Design Professional: Black & Veatch Corporation
Project Title: Phase 2 - Modernization Improvements at the WTP
WSD Contract No.: 80002132
WSD Project No.: 9472

PROJECT DESCRIPTION

This scope of services includes Preliminary Design and Final Design & Bidding Services for Phase 2 Modernization Improvements at the Water Treatment Plant (WSD Contract No. 80002132).

The Project includes the following major components:

- Demolition of the Final Basin Nos. 3A & 3B effluent launders, weirs and residual collection system rake arm assemblies. Design of new effluent launders, weirs, vertical supports and bases.
- Replacement of the equipment in Primary Basin Nos. 1, 2, 3 & 4 including the center support structure, residuals rake arms and access stairs & bridge and the baffle walls and flow distribution boxes. The Dorr-Oliver drive mechanisms will be removed and reinstalled. The residuals return piping will be reconfigured to accommodate access from the bridge and to enhance the distribution of residuals within the mix zone. All pipe supports will be replaced. A budgetary cost will be developed during design for equipping the Primary Basins with vertical flocculators and for structural modifications to the supporting structure to accommodate the vertical flocculators. A life cycle cost analysis will be conducted that will evaluate the cost for chemical optimization and chemical optimization plus mixing with vertical flocculators. A decision will be subsequently made about installing the vertical flocculators or having the supporting structure designed to accommodate vertical flocculators in the future. The installation of vertical flocculators in Primary Basin Nos. 1, 2, 3, 4, 5 & 6 may also be included as an additive or deductive bid alternative.
- Replacement of isolation valves in the Intake pump discharge header designated Valve Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10 & 11. The valves will be replaced with manual actuators equipped with open/closed limit switches.
- Surface preparation and recoating the Intake pumping unit discharge laterals and header piping.
- Evaluate the feasibility of rehabilitating the Secondary Pumping Station valves and actuators designated Valve Nos. 23, 24, 25, 50, 51, 52, 53, 54, 55 and 62. If the valves and actuators cannot be rehabilitated, replace the valves and install new electric actuators.

- Evaluate the feasibility of rehabilitating the 7 MG Reservoir valves and actuators designated Valve Nos. 56, 57, 58, 59, 60 & 61. If the valves and actuators cannot be rehabilitated, replace the valves and install new electric actuators.
- Evaluate the feasibility of rehabilitating the slide gates and actuators in the 7 MG reservoir influent/effluent flumes designated G-1, G-2, G-3, G-4, G-5, G-6, G-7 and G-8. If the slide gates cannot be rehabilitated, replace the slide gates and install new electric actuators on the slide gates.
- Construction of masonry baffle walls within the 7 MG reservoir. The baffle wall arrangement will provide an approximate baffle factor of 0.7. A construction phasing plan will be developed to minimize disruptions to operations.
- Assessment of the need for the slide gate between the Final Basins and Filter Gallery C. If there is a benefit to maintain the slide gate, the slide gate and actuator will be replaced. If the stop logs can be used in lieu of the slide gate, demolish the slide gate and install a steel plate over the opening.
- Replacement of existing Vertical Well Nos. 1, 2, 3, 4 & 5 with new larger capacity vertical wells. The new wells will have a double pack.
- Two horizontal collector wells and a raw water pipeline. The two alternative sites for the horizontal collector wells include the park south-east of the existing City of Gladstone wells and a site north-west of the existing City of Gladstone wells.
- Provide consultation services as requested by the City to assist in addressing questions and providing information related to the WTP Modernization Project that may impact the characteristics of the WTP waste stream including the impact of increasing the capacity of the well supply. Prepare a conceptual site plan and develop a conceptual opinion of probable project cost for gravity thickeners and a mechanical dewatering facility to accommodate the residuals produced at a production rate of 240 mgd.
- Repair of spalled concrete or cracks at Final Basin Nos. 3A & 3B and at Primary Basin Nos. 1, 2, 3 & 4.

The Scope of Services to address these major components is organized into four (4) major task series including:

- Task Series 100: Project Management
- Task Series 200: Preliminary Design
- Task Series 300: Final Design
- Task Series 400: Optional Services

TASK SERIES 100: PROJECT MANAGEMENT

Task 100: Conduct Project Administration Services. Design Professional will provide project management functions required to successfully complete the preliminary and final design work for Phase 2 Modernization Improvements at the Water Treatment Plant, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Project administration services will utilize E-Builder to assist with coordination of documents, submittals, schedules, and payments.

Task 101: Monthly Project Status Reports. Design Professional shall prepare a monthly project status report to identify work that has been performed in the reporting period, the work activities anticipated to be performed the next month, action items required of City for an efficient and effective delivery of the Design Professional's services, potential project scope variances with corrective actions suggested by the Design Professional, a general assessment of the Design Professional's ability to meet project schedule milestones, including identification of the any delays beyond its control, and an estimate of the work percent for each Task Series based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task.

Task 102: Project Initiation Meeting. Design Professional will conduct an initial project meeting to review the scope of services, schedule, budget requirements, roles and responsibilities, quality control procedures, data needs, draft work plan and project schedule. Following the initial project meeting, Design Professional shall submit the final work plan and project schedule that incorporates City comments.

TASK SERIES 200: PRELIMINARY DESIGN

Task 200: Conduct Progress Meetings. Design Professional will schedule and facilitate ten (10) progress meetings to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress meeting and identify action items.

Task 201: Review Existing Data. Design Professional will review and utilize previous studies, record drawings, equipment specifications, work orders, operations and maintenance information, production data, and water quality data, to confirm existing conditions. Design Professional will develop and submit a data request to the City to address data gaps.

Task 202: Raw Water Pipeline Alignment Evaluation. Two conceptual alignments for the Raw Water Pipeline were identified in the 2014 study. This task includes the performance of a more comprehensive evaluation of alternative alignments for the Raw Water Pipeline. It is anticipated that two (2) alternative alignments will be evaluated which may include the two conceptual alignments identified in the 2014 study. A technical memorandum will be prepared that summarizes the evaluation results, conclusions and recommendations.

Task 203: Surveying Services. Design Professional will retain the services of subconsultant to perform a survey and develop a topographic map of the site for new Vertical Well Nos. 1, 2, 3, 4 & 5, the alternative sites for the horizontal collector wells and along the alignment of the Raw Water Pipeline. The topographic map will identify property limits, contours, buried and above grade utilities and surface features. The development of easement descriptions or assistance in negotiating and purchasing property is considered a Supplemental Service (Optional Services) and is not included in this scope of services.

Task 204: Geotechnical Investigation & Laboratory Services. Design Professional will retain the services of a subconsultant to perform geotechnical engineering services including exploratory work, laboratory and field testing and professional interpretations of exploratory and test data.

The geotechnical services will include:

- a. Geotechnical exploratory work, such as soil borings, penetration tests, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design, and other field and laboratory tests and analyses which are required to provide design information for new Vertical Well Nos. 1, 2, 3, 4 & 5, two horizontal collector wells and the Raw Water Pipeline.
- b. Geotechnical report interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from the exploratory work.

Task 205: Phase I Cultural Resources Investigation. Design Professional will retain the services of a subconsultant to perform a Phase I Cultural Resources Investigation (records/literature research) for the horizontal collector well sites and along the alignment of the Raw Water Pipeline to determine if an archeological survey needs to be performed for potential archeological or historical concerns and prepare a report summarizing the conclusions and recommendations. Conduct a meeting with the City to review the investigation results and conclusions. The performance of a Phase II Archeological Field Survey would be considered a Supplemental Service (Optional Services) and is not included in this scope or services.

Task 206: Phase I Environmental Site Assessment. Design Professional will retain the services of a subconsultant to perform a Phase I Environmental Site Assessment (ESA) to identify any recognizable environmental conditions at the horizontal collector well sites and along the alignment of the Raw Water Pipeline and prepare a report of its findings. It is anticipated that no recognizable environmental conditions or concerns will be discovered. If the Phase I ESA discloses evidence indicating the site has recognized environmental conditions and recommends a Phase II ESA, the Phase II ESA will be considered a Supplemental Service (Optional Services) and is not included in this scope of services.

Task 207: Wetland Delineation Study. Design Professional will retain the services of a subconsultant to perform a Wetland Delineation Study at the horizontal collector well sites and along the alignment of the Raw Water Pipeline. The Wetland Delineation Study will identify the presence and limits of wetlands on the sites. A Wetland Delineation Report will be prepared that identifies the site observations, evaluations and conclusions. Conduct a meeting with the City to review the study conclusions. The preparation of a U.S. Army Corps of Engineers 404 Permit

related to wetlands and assistance with obtaining wetland banking credits would be considered a Supplemental Service (Optional Services) and is not included in this scope of services.

Task 208: Threatened and Endangered Species Habitat Assessment. Design Professional will retain the services of a subconsultant to perform a Threatened and Endangered (T&E) Species Habitat Assessment at the horizontal collector well sites and along the alignment of the Raw Water Pipeline to identify any potential habitat for listed T&E species. A T&E Species Assessment Report will be prepared to document the site observations and conclusions. Conduct a meeting with the City to review the assessment conclusions. It is anticipated that no T&E species habitats will be discovered. If the T&E species habitat assessment discloses evidence of T&E species that require mitigation and permitting, the required permitting will be considered Supplemental Services (Optional Services) and is not included in this scope of services.

Task 209: Slide Gate Facility Condition Assessment. Design Professional will perform a facility condition assessment of the Reservoir slide gates. The Design Professional will retain the services of a firm to use a remotely operated vehicle to develop a video of each slide gate. The condition of the slide gates will be assessed to determine whether the slide gates can be rehabilitated or replaced.

Task 210: Groundwater Modeling. Design Professional will update the existing groundwater model to include the supplemental information obtained through the Geotechnical Investigation. Design Professional will perform groundwater model simulations to locate the new vertical wells for optimization of the yield and will evaluate the yield of the well supply operating the existing vertical wells, the new vertical wells and the two horizontal collector wells, and other potential configurations including:

- All vertical wells in the expanded wellfield area
- All horizontal collector wells in the expanded wellfield area
- Combinations of vertical wells and horizontal collector wells
- Up to six scenarios in total will be evaluated

The evaluation will identify the raw water supply yield with all wells in service. A technical memorandum will be prepared that identifies the modeling goals & objectives, modeling simulations and the results, conclusions and recommendations.

Task 211: Consultation Services for NPDES Permit. The City's NPDES permit is being updated by others. Design Professional will provide consultation services as requested by the City to assist in addressing questions and providing information related to the WTP Modernization Project that may impact the characteristics of the WTP waste stream including the impact of increasing the capacity of the well supply. Design Professional will also prepare a conceptual site plan and develop a conceptual opinion of probable project cost for gravity thickeners and a mechanical dewatering facility to accommodate the residuals produced at a production rate of 240 mgd.

Task 212: U.S. Army Corps of Engineers, North Kansas City Levee District, Railroad (BNSF) and Missouri Department of Natural Resources (MDNR) Permits. Design Professional will coordinate with federal, state and local agencies to obtain the project permits including the USACE Section 404 and Section 10 permits, North Kansas City Levee District permit, railroad (BNSF) permit and the Missouri DNR construction permits. It is anticipated that

a No Rise Certification can be prepared based on the results of HEC-RAS modeling. If mitigation measures are required based on the modeling results, design of mitigation measures will be considered Supplemental Services (Optional Services) and is not included in this scope of services.

Task 213: Develop a Conceptual Opinion of Probable Construction Cost (OPCC) for Horizontal Collector Wells & Double Pack Vertical Wells. Update the conceptual opinion of probable construction costs included in the Water Master Plan Report and Water Treatment Plant Facility Plan to 2021 dollars. Develop conceptual OPCC for one other combination of wells as identified in Task 210. Document the updated conceptual OPCC in a memorandum. Also summarize the advantages and disadvantages of horizontal collector wells and vertical wells addressing yield, operations and maintenance considerations.

Task 214: South Well Field Collector Well Evaluation and Raw Water Pipeline Alignment Study. Conduct a desktop evaluation and study to determine the feasibility of constructing collector wells to the south and west of the Charles B. Wheeler Downtown Airport along the Missouri River and alignment for a raw water pipeline to the WTP. No field investigations will be conducted as a part of this evaluation. Design Professional will conduct meetings with the USACE and Federal Aviation Administration (FAA) to discuss the feasibility of constructing the collector wells and raw water pipeline adjacent to the Downtown Airport and determine any requirements for infrastructure constructed in this location. Develop a conceptual OPCC for the collector wells and raw water pipeline. Document the findings in a technical memorandum.

Task 215: Primary Basin Flocculation Mixing Evaluation. Evaluate the merits of implementing flocculation mixing equipment in the Primary Basins. Conduct bench-scale testing to compare Primary Basin performance under current operating conditions, optimized chemical treatment without mixing, and optimized chemical treatment with proposed flocculation mixing. Conduct a life cycle cost analysis comparing “do nothing” alternative with alternatives for optimized chemical addition with and without a flocculation process.

TASK SERIES 300: FINAL DESIGN & BIDDING SERVICES – BID PACKAGE No. 2

Task 300: Conduct Progress Workshops. Design Professional will schedule and facilitate ten (10) progress workshops to review and obtain feedback on interim deliverables, review the project schedule, discuss key design issues, review budget status, and discuss deviations from the scope of services. Design Professional shall prepare and distribute minutes of each progress workshop and identify action items.

Task 301: Prepare Design Memorandum. Design Professional will prepare a Design Memorandum. The Design Memorandum will include the following items as applicable for each bid package (note that some items may not be required for each bid package):

- Drafting standards utilizing CITY BIM standards
- Equipment tagging conventions
- Equipment list
- Process equipment information and data
- Process structure layouts including main piping and valves
- Conceptual sections through major process facilities

- Design criteria
- Flow rates
- Applicable codes and standards, including fire and safety codes including code review and approval process
- Layouts of process piping and major equipment
- Hydraulic profile
- Power distribution functional diagram
- P&ID and Process Flow Diagrams
- Operational monitoring and control systems
- Description of electrical systems
- Structural design criteria
- Architectural design criteria
- Building Mechanical design criteria
- Mechanical Process design criteria
- Utility requirements
- Construction sequencing plan
- Project schedule

Design Professional will schedule a meeting with the City to review and finalize the Design Memorandum.

Task 302: Contract Documents. Contract Documents will be prepared for five (5) separate construction contracts as follows:

- Intake & Water Treatment Plant Improvements (Primary Basins, Final Basin No. 3A & 3B, Slide Gates and Butterfly valves)
- Vertical Wells
- Horizontal Collector Wells – Caisson & Laterals
- Horizontal Collector Wells – Pump House
- Raw Water Pipeline

Following the development of the opinion of probable construction cost at the 50% complete deliverable, the Owner will prioritize and establish a schedule for implementing each of the above listed construction contracts based on available funding.

It is anticipated that a firm price proposal will be negotiated with Layne for the construction of the horizontal collector well caisson and laterals. Design Professional will assist the City with the negotiations.

Design Professional will produce 50-, 90-, and 100-percent complete contract documents (drawings and specifications) and submit to the City for review. Following each submittal, a progress workshop will be scheduled within 14 working days to receive comments from the City. The drawings will be prepared in 22x34 sheet format in the latest version of AutoCAD utilizing the City's standard drawing border and City's BIM standards. The technical specifications will include the City standard "front-end" contract documents and be developed in Microsoft Word

using the Engineer's standard specification guides and format. Documents will be provided to City for review in pdf format. Design Professional will develop an opinion of probable construction cost (OPCC) for each design submittal and identify work activities that can be subcontracted to MBE and WBE firms.

- Drawings and specifications for the 50-percent submittal will have the major process designs completed, and the design of ancillary/support processes will be initiated/developed. Drawing plans and secondary P&IDs will be finalized, sections/details will be started, equipment vendor comments will be incorporated, and commodity specifications will be started.
- Drawings and specifications for the 90-percent submittal will have all ancillary processes completed. All remaining drawings (including details, project-specific notes, and annotations) and specifications (including Front Ends, sequencing plans, and discipline-specific / commodity specifications will be completed. The deliverable will be documents which are complete with the exception of the internal quality control review.
- Drawings and specifications for the 100-percent submittal will have all internal quality control and City comments incorporated. The deliverable will be final sealed and signed construction documents suitable for bidding.

Task 303: Bidding Services. Design Professional will perform the following bidding services:

- Prepare Advertisement Information. Design Professional will assist the City in establishing a bid opening date, coordinate reproduction and distribution of the bid documents, and maintain a list of plan holders. Potential bidders will purchase their own sets of project drawings and contract specifications.
- Pre-Bid Assistance. Design Professional will schedule and conduct a pre-bid conference, respond to questions from bidders, advise the City of any inquiries prior to the bid opening from contractors/subcontractors/suppliers, and prepare addendum as required to respond to questions and provide clarification.
- Bid Opening. Design Professional will attend the bid opening and assist the City in reviewing the bids for completeness and accuracy.
- Review Bidder Qualifications. Design Professional will review the bids for completeness and conformance with the bidding requirements, provide a credit history review of the apparent low bidder, review subcontractors, and prepare a bid tabulation and letter with recommendation of award.

TASK SERIES 400: OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. The allowance amounts identified below for each task shall not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any of the allowance amount unless the City provides

written authorization to Design Professional that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Unanticipated or Supplemental Services. Design Professional will perform unanticipated or supplemental services that are not identified within this scope of services as directed by the City. The allowance amount for unanticipated or supplemental services is \$411,000.00.

(End of Attachment A3)

Owner: KC Water, City of Kansas City, MO
Project: Att. C3, Phase 2 - Modernization Improvements at the WTP

PHASE/Task	KC Project Director	KC Project Manager	Admin	Engineering Manager	Civil Engr. Engineer	Civil Engr. Engineer	System Analysis	Architect Director/DC	Senior Architect	Architect	Big Mech Director/DC	Big Mech Sr. Engineer	Big Mech Engineer	Proc Mech Director/DC	Proc Mech Sr. Engineer	Proc Mech Engineer	MC Director/DC	MC Sr. Engineer	MC Engineer	MC Technician
(Billing Rate, \$\$/Hr.)	\$375.74	\$213.38	\$93.94	\$119.00	\$128.38	\$106.46	\$308,250.00	\$219.18	\$178.48	\$159.89	\$162.82	\$162.57	\$162.57	\$234.84	\$184.13	\$153.43	\$389.28	\$187.87	\$125.25	\$122.12
PHASE																				
WORK BREAKDOWN STRUCTURE																				
PROJECT MANAGEMENT																				
Conduct Project Administration Services	100	150	300	100																
Monthly Project Status Reports (24 Total)	101		48	96																
Conduct Project Administration Meeting	102	4	6	2	10	6														
PRELIMINARY DESIGN																				
Conduct Progress Meetings (10 Total)	200	30	60	20	100	60														
Review Existing Data	201		20		40	60	60													
Raw Water Pipeline Alignment Evaluation	202		10		60	80														
Geological Services	203		10		60	80														
Geotechnical Investigation & Laboratory Services	204		10		60	80														
Phase I Cultural Resources Investigation	205		10		60	80														
Phase I Environmental Site Assessment	206		10		60	80														
Wetland Delineation Study	207		10		60	80														
Treateries and Endangered Species Habitat Assessment	208		10		60	80														
Stormwater Management Study	209		10		60	80														
Groundwater Modeling (6 Scenarios Total)	210	12	24		40	24														
Consultation Services for NPDES Permit	211		10	2	40															
U.S. Army Corps of Engineers, North Kansas City Levee District, Railroad and Misso	212		24		100	160	160													
Develop Conceptual OPCC for Vertical Wells and HOWs	213		8		40	40														
Develop Final Design for Vertical Wells and HOWs	214	16	36		90	120														
Primary Baseline Investigation and Raw Water Pipeline Alignment Study	215		2		8	18														
FINAL DESIGN & BIDDING SERVICES - BID PACKAGE No. 2																				
Conduct Progress Workshops (10 Total)	300	30	40	5	100	80														
Prepare Design Memorandum	301		10	40	100	230	200		2	6	6	10	6	4	8	16	16	70	62	16
Contract Documents (5 Packages)	302																			
50% Submittal																				
Final Submittal																				
Bidding Services (5 Bid Packages)																				
Optional Services (Cost as a Lump Sum)	400	5	90	20	340	420														
Total Hours	255	1,230	525	2,346	3,538	2,320	1	48	166	136	65	108	166	20	40	84	104	288	415	84
Total Billings	\$ 96,816	\$ 392,840	\$ 49,316	\$ 562,695	\$ 464,206	\$ 346,889	\$ 308,250	\$ 10,521	\$ 18,919	\$ 21,719	\$ 12,400	\$ 20,797	\$ 25,400	\$ 4,897	\$ 7,785	\$ 12,818	\$ 20,005	\$ 50,350	\$ 61,978	\$ 7,815

Project: Phase 2 - Modernization Improvements at the WTP

	Total, Hours	Total, Billings
1990	1,000	1,000
1991	1,000	1,000
1992	1,000	1,000
1993	1,000	1,000
1994	1,000	1,000
1995	1,000	1,000
1996	1,000	1,000
1997	1,000	1,000
1998	1,000	1,000
1999	1,000	1,000
2000	1,000	1,000
2001	1,000	1,000
2002	1,000	1,000
2003	1,000	1,000
2004	1,000	1,000
2005	1,000	1,000
2006	1,000	1,000
2007	1,000	1,000
2008	1,000	1,000
2009	1,000	1,000
2010	1,000	1,000
2011	1,000	1,000
2012	1,000	1,000
2013	1,000	1,000
2014	1,000	1,000
2015	1,000	1,000
2016	1,000	1,000
2017	1,000	1,000
2018	1,000	1,000
2019	1,000	1,000
2020	1,000	1,000
2021	1,000	1,000
2022	1,000	1,000
2023	1,000	1,000
2024	1,000	1,000
2025	1,000	1,000
2026	1,000	1,000
2027	1,000	1,000
2028	1,000	1,000
2029	1,000	1,000
2030	1,000	1,000
2031	1,000	1,000
2032	1,000	1,000
2033	1,000	1,000
2034	1,000	1,000
2035	1,000	1,000
2036	1,000	1,000
2037	1,000	1,000
2038	1,000	1,000
2039	1,000	1,000
2040	1,000	1,000
2041	1,000	1,000
2042	1,000	1,000
2043	1,000	1,000
2044	1,000	1,000
2045	1,000	1,000
2046	1,000	1,000
2047	1,000	1,000
2048	1,000	1,000
2049	1,000	1,000
2050	1,000	1,000
2051	1,000	1,000
2052	1,000	1,000
2053	1,000	1,000
2054	1,000	1,000
2055	1,000	1,000
2056	1,000	1,000
2057	1,000	1,000
2058	1,000	1,000
2059	1,000	1,000
2060	1,000	1,000
2061	1,000	1,000
2062	1,000	1,000
2063	1,000	1,000
2064	1,000	1,000
2065	1,000	1,000
2066	1,000	1,000
2067	1,000	1,000
2068	1,000	1,000
2069	1,000	1,000
2070	1,000	1,000
2071	1,000	1,000
2072	1,000	1,000
2073	1,000	1,000
2074	1,000	1,000
2075	1,000	1,000
2076	1,000	1,000
2077	1,000	1,000
2078	1,000	1,000
2079	1,000	1,000
2080	1,000	1,000
2081	1,000	1,000
2082	1,000	1,000
2083	1,000	1,000
2084	1,000	1,000
2085	1,000	1,000
2086	1,000	1,000
2087	1,000	1,000
2088	1,000	1,000
2089	1,000	1,000
2090	1,000	1,000
2091	1,000	1,000
2092	1,000	1,000
2093	1,000	1,000

AMENDMENT NO. 4

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002132/9472

MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on July 18, 2019 as follows:

WHEREAS, City has previously entered into a contract dated July 18, 2019 in the amount of \$4,011,980.00; and Amendment No. 1 dated April 10, 2020 in the amount of \$0.00; and Amendment No. 2 dated November 10, 2021 in the amount of \$1,183,000.00; and Amendment No. 3 dated December 10, 2021 in the amount of \$4,527,732.00; and

WHEREAS, City desires to execute Amendment No. 4, in the amount of \$400,000.00, to amend the total contract amount to \$10,122,712.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 4, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following attachments:

- a. Under Attachment A – Scope of Services, add Attachment A4 – Scope of Services for Modernization Improvement at the WTP Phase 3.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C4 – Engineering Fee Summary.
- c. Add Attachment H, CREO Contract Assurances Addendum.

B. Delete and replace the following section(s):

- a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the following Design Professional Services Part II, Standard Terms and Conditions.
- b. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraph A:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$10,122,712.00 as follows:

1. \$6,267,213.00 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. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Sub-contractor List Non-Construction” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C4**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C and C4**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

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 \$2,927,987.00. The following are reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation in the project area, public outreach materials, and expenses related to onsite testing activities. Onsite testing activities include Bench-Scale Testing (Task 206), Tracer Testing (Task 207), Pilot and Full-Scale Testing (Task 208), and all materials, equipment, pilot plant delivery and pickup, pilot plant rental, and laboratory costs required to implement the testing. Subcontractor’s office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of Nine Hundred Twenty-Seven Thousand Five Hundred Twelve and No/100 Dollars (\$927,512.00) for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for

compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

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

By:

Date: January 17, 2024

Jeff Martin
Title: Project Director

KANSAS CITY, MISSOURI

By:

Date: 4/10/2024

DocuSigned by:
Jeff Martin
756D1017BA554BC...
Title: Chief Engineering Officer

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:
Eric Clevenger
18F59B5A8EE444E...
Director of Finance 4/19/2024
(Date)

ATTACHMENT A4 SCOPE OF SERVICES

Owner:	City of Kansas City, Missouri, Water Services Department
Design Professional:	Black & Veatch Corporation
Project Title:	Phase 3 - Modernization Improvements at the WTP
WSD Contract No.:	80002132
WSD Project No.:	9472

PROJECT DESCRIPTION

This scope of services includes Design Services for Phase 3 Modernization Improvements at the Water Treatment Plant (WSD Contract No. 80002132). The following improvements will be incorporated into the current Phase 2 bidding documents for the Intake and WTP Improvements design package.

The Scope of Services is organized into four (4) major task series including:

- Task Series 100: Project Management
- Task Series 200: Additional Intake Improvements
- Task Series 300: Additional WTP Improvements
- Task Series 400: Optional Services

TASK SERIES 100: PROJECT MANAGEMENT

Task 100: Conduct Project Administration Services. Design Professional will provide project management functions required to successfully complete the OSA tasks listed below, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; procedures, quality control/quality assurance; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Project administration services will utilize E-Builder to assist with coordination of documents, submittals, schedules, and payments.

TASK SERIES 200: ADDITIONAL INTAKE IMPROVEMENTS

Task 201: Secure intake pump suction piping tension bars to intake structure. Replace existing tension bars located on the intake suction piping. The tension bars will be reconfigured to extend to the intake wall. Specifications for the material and connections details will be provided as part of the Intake and WTP Improvements Design Package. Estimate two (2) new drawings.

Task 202: Replace high voltage wiring and conduit for motor leads below operating floor.

Replace the high voltage wiring and conduits associated with each intake motor. Specifically, the portions of wiring and conduit located below the operating floor at elevation 47.5'. Specifications for the conduit and wiring, and drawings identifying the areas of replacement will be provided for inclusion in the Intake and WTP Improvements Design Package. Estimate four (4) new drawings.

Task 203: Piping nut and bolt replacement. Replace corroded nuts and bolts on flanged connections in the intake piping with stainless steel. Specifications for new nuts and bolts and a drawing showing the locations of the joints will be provided for inclusion in the Intake and WTP Improvements Design Package. Estimate two (2) new drawings.

Task 204: Replace raw water piping taps. There are several miscellaneous taps located on the raw water piping that can be used for pressure gauges, water sampling, etc. Many of these connections were identified as needing replacement due to corrosion. Specifications for the repair or replacement of the connections and a drawing identifying the relevant locations will be provided for inclusion in the Intake and WTP Improvements Design Package. Estimate two (2) new drawings.

TASK SERIES 300: ADDITIONAL WTP IMPROVEMENTS

Task 301: Secondary Basin drain vault valves and piping. Replace the drain valves, extension stems, and drain piping in each of the Secondary Basin drain vaults (3 total). Replace the flushing line piping and valves located in each of the Secondary Basin drain vaults. All new piping will be stainless steel. Include electric actuators for each of the drain valves (24 total). Specifications and drawings showing the replacement of drain valves and piping will be prepared for inclusion in the Intake and WTP Improvements Design Package. Estimate nine (9) new drawings.

Task 302: Primary Basin flushing houses. Replace knife gates (6 total) in each of the Primary Basin flushing houses. Each knife gate is to include an electric actuator. Replace the 12" valves located at approximately elevation 37' in each of the Primary Basin flushing houses with spool pieces. Replace the 16" valves located at approximately elevation 35' in each of the Primary Basin flushing houses with new 16" valves. Replace the 8", 12", and 16" valves located at approximately elevation 11'6" with new 8", 12", and 16" valves, respectively. Specifications and drawings showing the replacement of the Primary Basin flushing house valves will be prepared for inclusion in the Intake and WTP Improvements Design Package. Estimate eighteen (18) new drawings.

Task 303: Structural inspection of flumes between Primary and Secondary Basins. Perform a thorough structural inspection of the six (6) concrete flumes conveying water from the Primary Basins to the Secondary Basins. The inspection will include the covered portion of the flumes along the north side of the secondary basins. Inspections will be conducted as the treatment train is taken offline for cleaning in either the spring or fall. Six (6) site visits are anticipated to complete the inspections. A technical memorandum summarizing the inspection, findings, and recommendations will be prepared.

Task 304: Replace pillar structures in the Secondary and Final Basin flocculation zones. Replace the concrete pillars supporting the flocculation wheel shafts in each basin. Specifications and drawings showing the replacement of the concrete pillars will be prepared for

inclusion in the Intake and WTP Improvements Design Package. Estimate fifteen (15) new drawings.

Task 305: Secondary and Final Basin flocculation zone improvements. Replace all wooden baffle walls in the flocculation zones of the Secondary Basins with a different material. Replace all wooden paddles in the flocculation zones of the Secondary and Final Basins with different material. Replace all flocculation wheel shafts in the Secondary and Final Basins with stainless steel shafts. Specifications and drawings showing the replacement of the baffle walls, paddles, and flocculation shafts will be prepared for inclusion in the Intake and WTP Improvements Design Package. Estimate seventeen (17) new drawings.

Task 306: Steam and condensate return lines. Replace the steam and condensate return lines from approximately the carball building to the primary basin effluent flumes. The steam and condensate lines will include insulation consistent with the existing configuration. Specifications and drawings showing the limits of replacement will be prepared for inclusion in the Intake and WTP Improvements Design Package. Estimate two (2) new drawings.

Task 307: Paint steel structure above Recarbonation Basins. Sand blast and repaint the steel pipe rack structure above the Recarbonation Basins. Specifications for sand blasting and painting, and a drawing showing the limits of the areas to be sand blasted and painted will be prepared for inclusion in the Intake and WTP Improvements Design Package. Estimate two (2) new drawings.

Task 308: Relocation of chlorine and ammonia feed points. Separate the chlorine and ammonia feed points to provide additional free chlorine contact time. Install free chlorine residual analyzers to allow for free chlorine contact CT credits. Analyzers will be installed in an existing building adjacent to the flumes. Improvements will be based on the recommendations from the Bench-Scale Testing Evaluation Technical Memorandum.

Task 309: Replace Secondary Basin residuals return piping. Replace residuals return piping and appurtenances from the sludge pump houses to the west side of Secondary Basin 1A. Piping and valves inside the sludge pump houses will be replaced. Add magnetic flow meters to the discharge piping from each sludge pump house. Piping will be replaced with new ductile iron piping.

Task 310: Recarbonation Basin improvements. Relocate the diffusers further apart and install over-under baffles in the basins to increase mass transfer of the CO₂ to the water. Improvements will be based on the recommendations from the CFD Modeling Report completed during Phase I.

Task 311: Structural Engineering for 7 MGal Reservoir valve vault modifications. Structural engineering fee to design improvements to the existing valve vault to enable relocation of two buried valves to the existing valve vault west of the 7 MGal reservoir.

TASK SERIES 400: OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. The allowance amounts identified below for each task shall not be utilized by Design Professional unless specifically authorized in writing

by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any of the allowance amount unless the City provides written authorization to Design Professional that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Unanticipated or Supplemental Services. Design Professional will perform unanticipated or supplemental services that are not identified within this scope of services as directed by the City. The allowance amount for unanticipated or supplemental services is \$24,012.00.

LEVEL OF EFFORT

The estimated engineering and design fee for the additional Intake and WTP Improvements items is \$741,274.00. A portion of the funds to perform these services will be reallocated from unused construction phase services funds from the Secondary Basin Improvements project (Amendment No. 2). In addition, the remainder of Optional Services funds will be used. As a result, the amount for Amendment No. 4 is as follows:

Item	Amount
Total engineering and design fee	\$741,274.00
Remaining CPS fee	(\$310,000.00)
Remaining OSA fee	(\$55,286.00)
Additional OSA funds	\$24,012.00
Amendment No. 4 total	\$400,000.00

(End of Attachment A4)

AMENDMENT NO. 5

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 80002132/9472

MODERNIZATION IMPROVEMENTS AT THE WATER TREATMENT PLANT

WATER SERVICES DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Black & Veatch Corporation (Design Professional). The parties amend the Agreement entered into on July 18, 2019 as follows:

WHEREAS, City has previously entered into a contract dated July 18, 2019 in the amount of \$4,011,980.00; and Amendment No. 1 dated April 10, 2020 in the amount of \$0.00; and Amendment No. 2 dated November 10, 2021 in the amount of \$1,183,000.00; and Amendment No. 3 dated December 10, 2021 in the amount of \$4,527,732.00; and Amendment No. 4 dated April 19, 2024 in the amount of \$400,000.00; and

WHEREAS, City desires to execute Amendment No. 5, in the amount of \$564,728.00, to amend the total contract amount to \$10,687,440.00;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 3, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following section(s):

- a. Under Attachment A – Scope of Services, add Attachment A5 – Scope of Services for Modernization Improvement at the WTP Phase 3.
- b. Under Attachment C – Engineering Fee Summary and Schedule of Position Classifications, add Attachment C4 – Engineering Fee Summary.

B. Delete and replace the following section(s):

- a. Delete Sec. 4. Compensation and Reimbursables, Subparagraph A and replace with the following Sec. 4 Compensation and Reimbursables, Subparagraph A:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$10,687,440.00 as follows:
 1. \$6,631,941.00 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 is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment C.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$3,027,987.00. The following are reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, reproduction of deliverables, local transportation in the project area, public outreach materials, and permit fees. Subcontractor's office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of One Million Twenty-Seven-Thousand Five Hundred Twelve and No/100 Dollars (\$1,027,512.00)10 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$564,728.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

ATTACHMENT A5 SCOPE OF SERVICES

Owner:	City of Kansas City, Missouri, Water Services Department
Design Professional:	Black & Veatch Corporation
Project Title:	Modernization Improvements at the WTP Amendment 5
WSD Contract No.:	80002132
WSD Project No.:	9472

PROJECT DESCRIPTION

This scope of services includes Design Services for Phase 3 Modernization Improvements at the Water Treatment Plant (WSD Contract No. 80002132). The following improvements will be incorporated into the current Phase 2 bidding documents.

The Scope of Services is organized into four (4) major task series including:

- Task Series 100: Project Management
- Task Series 200: Additional Design Phase Services
- Task Series 300: Additional Wellfield Modeling
- Task Series 400: Optional Services

TASK SERIES 100: PROJECT MANAGEMENT

Task 100: Conduct Project Administration Services. Design Professional will provide project management functions required to successfully complete the tasks listed below, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; procedures, quality control/quality assurance; scheduling and assignment of personnel resources, administration and coordination of subconsultants, continuous monitoring of work progress; and invoicing for the work performed. Project administration services will utilize E-Builder to assist with coordination of documents, submittals, schedules, and payments. Fees for Project Administration Services are included with the fee for each of the following tasks.

TASK SERIES 200: ADDITIONAL DESIGN PHASE SERVICES

Task 201: Secondary Pump Station Header Replacement. Replace the buried portion of the header pipe outside of the Secondary Pump Station West and East Header Vaults. Existing pipe shall be replaced with new steel pipe. Piping will be replaced to the newest fitting inside each vault and to the closest joint on the 72-inch transmission main. The existing 48-inch piping associated with the west header will be upsized to 60-inch pipe. See attached Figure 1 for the limits of the piping to be replaced. Existing buried isolation valves will be replaced with new valves. The header will be evaluated to determine if new isolation valves are needed to increase

operational flexibility. Drawings and specifications for the replacement of the Secondary Pump Station Header will be incorporated into the Intake and WTP Improvements bid package.

Task 202: HCW Backup Generator Power Ductbank. Provide design services for a ductbank for communication cable and future back up power conductors for the new horizontal collector wells. The ductbank will begin at the existing Intake and Vertical Wellfield site near the existing Intake Building and parallel the new Raw Water Pipeline to the new Horizontal Collector Well site. The ductbank will be sized for primary and backup conductors with separate manholes for fire protection. The ductbank will be added to the Raw Water Pipeline design package for construction with the raw water pipeline.

Task 203: Replace Buried Steam and Condensate Pipes Under Plant Road. Provide design services for the replacement of the buried steam and condensate piping from the chemical building to the west side of the flumes. Piping will be replaced to the closest joint inside the chemical building. See attached Figure 2 for limits of the buried piping to be replaced.

Task 204: Replace Steam and Condensate Pipes in Tunnel to Carbal Building. Provide design services for the replacement of the steam and condensate piping in the tunnel next to the Carbal Building. See attached Figures 3 and 4 for limits of the piping to be replace in the tunnel.

Task 205: Steam and Condensate Pipe Thermal Expansion and Structural Modification to Carbal Building. Complete thermal expansion calculations for new pipe to determine if existing pipe supports are adequate for the new pipe and to design new pipe supports for the piping through the wall of the Carbal Building. Provide recommendations to repair cracks in wall of the Carbal Building around the existing pipes.

Task 206: Additional Reimbursable Expenses – Permit Fees. Additional reimbursable expenses for Black & Veatch to pay permit fees for the Modernization at the WTP Phase II design packages. Fees will be for submitting permit applications to BNSR, NKC Levee District, USACE, and other agencies that require permits and charge a fee for the permit.

Task 207: Fiber to Old Pump Station and Intake. During a site visit on 11/25/24 to discuss fiber routing, City staff requested that fiber be run to both the old Intake Pump Station and to old Intake. Fiber for the old Intake Pump Station will replace the four CAT5 cables for the camera system. CAT5 cables presently run back to the new Intake Pump Station with single mode fiber. Fiber for the old Intake will be connected to the PLC mounted on the side of the old Intake. The PLC presently uses radio communications to the SCADA control room. Single mode fiber will be run to the PLC enclosure at the old Intake to the Security Cabinet in the new Intake Pump Station control room. The PLC at the old Intake will need replaced with a new CompactLogix PLC similar to what is being provided for other applications.

TASK SERIES 300: ADDITIONAL WELLFIELD MODELING

Task 301: Identify Additional Wells Required to Produce 85 MGD. Conduct groundwater flow modeling to assess the aquifer yield that can be obtained by other wellfield expansion alternatives which include various combinations of horizontal collector wells (HCWs) and vertical wells along the Missouri River from the existing wellfield to the bean field area. The objective is to determine if 85 MGD of aquifer yield can be achieved with one or more of these expansion alternatives during winter conditions. The baseline condition to which other future

wellfield expansion alternatives will be compared is the condition with five (5) replacement vertical wells currently under design, the nine (9) remaining existing vertical wells, and the two (2) HCWs No. 1 and No. 2 currently under design. Up to six (6) future wellfield expansion alternatives (with up to 3 model simulations per alternative to account for various hydrologic conditions, for a total of 18 simulations) will be evaluated, as follows:

- Alternative 1: Add a third new HCW near existing vertical Well 9 and a fourth new HCW near existing vertical Well 11 (while removing vertical wells in the vicinity of these new HCWs).
- Alternative 2: Add a third HCW near existing vertical Well 11 (while removing vertical wells in this area).
- Alternative 3: Add a third HCW near existing vertical Well 10 (while removing vertical wells in this area).
- Alternative 4: Remove HCW-2 from the model to determine if and how much additional yield can be obtained from HCW-1.
- Alternative 5: Add more HCWs along the existing wellfield (while removing vertical wells in these areas) until 85 MGD is achieved, if possible.
- Alternative 6: The results of the previous alternatives could lead to ideas about another wellfield expansion alternative. One (1) additional wellfield expansion alternative is included here.

Each alternative will include three (3) simulations (summer median river flow conditions, winter low river flow conditions, and winter median river flow conditions).

A draft technical memorandum will be prepared to summarize the findings of these alternative wellfield expansion simulations. Two virtual meetings are included in the scope to discuss the findings and comments. A final technical memorandum will be prepared and submitted.

TASK SERIES 400: OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services. The allowance amounts identified below for each task shall not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any of the allowance amount unless the City provides written authorization to Design Professional that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

1. Unanticipated or Supplemental Services. Design Professional will perform unanticipated or supplemental services that are not identified within this scope of services as directed by the City. The allowance amount for unanticipated or supplemental services is \$100,000.00.

LEVEL OF EFFORT

The estimated engineering and design fee for the additional Modernization Improvements at the WTP tasks is \$464,728.00. The total amount, including OSA funds, for Amendment No. 5 is \$564,728.00 and broken down as follows:

Item	Amount
Task 101: Project Administration Services	\$9,523.00
Task 201: Secondary Pump Station Header Replacement	\$53,889.00
Task 202: HCW Backup Power Ductbank	\$58,899.00
Task 203: Replace Buried Steam and Condensate Pipes	\$49,042.00
Task 204: Replace Steam and Condensate Pipes in Tunnel to Carbal Building	\$44,406.00
Task 205: Steam and Condensate Pipe Thermal Expansion and Structural Modification to Carbal Building	\$41,381.00
Task 206: Reimbursable Expenses – Permit Fees	\$100,000.00
Task 207: Fiber to Old Pump Station and Intake	\$29,577.00
Task 301: Identify Additional Wells Required to Produce 85 MGD	\$78,011.00
Total engineering and design fee	\$464,728.00
Additional OSA funds	\$100,000.00
Amendment No. 5 total	\$564,728.00

(End of Attachment A5)