

DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT NO. 9589 CONTRACT NO. 80002270

FOR WATER MAIN REPLACEMENT IN THE AREA OF NW HARLEM ROAD. TO 14TH STREET, BALTIMORE AVENUE TO JEFFERSON STREET

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

Design Professional shall perform the Scope of Services listed on **Attachment A**.

The Design Professional Scope of Services may include construction phase services.

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 \$520,000.00, as follows:
1. \$340,532.00 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 **Attachment C**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approves the revised.
 4. 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 \$129,468.00. 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.
 5. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$50,000.00 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.

6. 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.
7. City may revise the Design Professional's Basic Services defined in Attachment A by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
8. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
9. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of 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, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

D. Matt Bond, Deputy, Director

4800 E. 63rd Street

Kansas City, MO 64130

Phone: (816) 513-0168

Facsimile: (816) 513-0266

E-mail address: matt.bond@kcmo.org

Design Professional:

Tetra Tech Inc.

Contact: John Brummer

Address: 200 Ward Parkway, Suite 200

Kansas City, Missouri 64114

Phone: (816) 412-1741

E-mail address: john.brummer@tetrattech.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 B)

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

Attachment H – Non-Construction application for Payment

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

Sec. 11. Subcontractor Participation Reporting. Design Professional shall report all subcontractor participation on the City’s Human Relations Department’s B2G system. The Design Professional shall also report self-performance of the work in the City’s Human Relations Department’s B2G system. This report shall be submitted monthly.

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. Professional Services Certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 15. 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: 8/17/2021

By: Leslie Turner

Name: Leslie Turner

Title: Operations Manager

9/7/2021

Date: _____

KANSAS CITY, MISSOURI

By: D Matt Bond

Name: D. Matt Bond

Title: Deputy Director

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 9/28/2021

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 \$12.50 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.

Sec. 25. Anti-Discrimination Against Israel.

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

ATTACHMENT A

SCOPE OF SERVICES
(see Exhibit B)

ATTACHMENT A SCOPE OF SERVICES

Owner: City of Kansas City, Missouri, Water Services Department
Design Professional: Tetra Tech, Inc.
Project Title: Water Main Replacements in the Area of NW Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street
WSD Contract No.: 9589
WSD Project No.: 80002270

PROJECT DESCRIPTION

The following Scope of Services describes the Design Professional's services associated with the Project. These services shall be completed within 365 calendar days after the Notice to Proceed.

The Project in general consists of replacing approximately 15,570 LF of 4-inch, 6-inch, 8-inch, 10-inch, 12-inch, and 24-inch break-prone or obsolete water distribution and transmission mains and appurtenances and providing other distribution system improvements within the project limits, generally defined as NW Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street. The specific mains to be replaced and other distribution system improvements within the project limits consist of the following:

1. Replace 760 LF of 12-inch CIP water main with 12-inch DIP along N. Broadway between NW Harlem Road and Lou Holland Drive, and;
2. Replace 2,910 LF of 6-inch and 8-inch CIP water mains with 8-inch DIP along NW Harlem Road between N. Richards Rd. and N. McGee Street, and;
3. Replace 400 LF of 6-inch CIP water main with 8-inch DIP along N. Walnut Street between N. Harlem Road and the end of the cul-de-sac, and;
4. Replace 2,000 LF of 6-inch CIP and 12-inch CIP water mains with 8-inch DIP and 12-inch DIP, respectively, along N. Grand Avenue between N. Harlem Road and N. Kansas City Limits, and;
5. Replace 800 LF of 6-inch CIP, 8-inch CIP, and 10-inch CIP water mains with 8-inch DIP and 12-inch DIP, respectively, along W. 7th Street between Broadway Boulevard and Pennsylvania Avenue, and;
6. Replace 710 LF of 8-inch CIP main with 8-inch DIP along W. 8th Street between Washington Street and Broadway Boulevard, and;
7. Replace 2,360 LF of 6-inch CIP and 8-inch CIP water mains with 8-inch DIP along Broadway between Highway 70 and W. 12th Street;
8. Replace 380 LF of 10-inch CIP water main with 12-inch DIP along May Street between W. 9th Street and W. 8th Street, and;
9. Replace 560 LF of 12-inch CIP water main with 12-inch DIP along W. 9th Street between Wyandotte Street and west of Main Street (approximately V-40), and;
10. Replace 1,940 LF of 4-inch CIP, 6-inch CIP, 8-inch CIP, 24-inch CIP water mains with 8-inch DIP and 24-inch DIP, respectively, along Baltimore Avenue between W. 9th Street and W. 11th Street, and;
11. Replace 520 LF of 10-inch CIP water main with 12-inch DIP along Wyandotte Street between W. 10th Street and W. 11th Street, and;

12. Replace 870 LF of 10-inch CIP water main with 12-inch DIP along W. 10th Street between Washington Street and Central Street, and;
13. Replace 1,360 LF of 6-inch CIP water main with 8-inch DIP along W. 11th Street between Broadway Boulevard and east of Baltimore Avenue (approximately V-50)

The Design Professional's Scope of Services for this Project includes project administration, preliminary field and record investigations, property surveys, pipeline route survey, preliminary and final design, and preparation of construction drawings for bidding, including performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with pipeline profiles. Plans will be generated from the City's GIS files provided for this Project adjusted and supplemented by the pipeline route survey.

Water Services Department staff will prepare the "front-end" bidding documents and technical specifications (other than specific information contained or detailed on the construction drawings). The Water Services Department will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction phase services.

The specific design criteria for this Project shall include the following:

- Evaluate the overall distribution system within the project area to ensure adequate capacity and pressure to all customers.
- Replace break-prone or obsolete water mains and appurtenances and provide transfer of existing services to new mains.
- Ensure adequate fire protection for all residences, businesses, and facilities.
- Locate new water mains and appurtenances in the public right of way, avoiding acquisition of private easements and avoiding placing new mains under street pavement as much as possible. If a private easement is necessary, the proposed alignment should cause the least disturbance to existing features and improvements.
- Eliminate dead ends within the system by providing main loops within the system.
- Provide sufficient valves to isolate mains into segments to maintain water service to adjacent customers to the maximum extent feasible.
- Locate valves on all sides of proposed water main junctions.
- Perform QA/QC reviews prior to all plan submittals.

For General Design Guidelines, see the latest version of [Rules and Regulations for Water Main Extensions and Relocations](#), which are incorporated herein by reference (available on City's web page at www.kcwater.us/projects/rulesandregulations/).

The basic Scope of Services for this Project is organized into four major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Design
- Task Series 300 – Final Design
- Task Series 400 – Optional Services

TASK SERIES 100 - PROJECT ADMINISTRATION

- 100. Conduct Project Administration Services.** Design Professional will provide the management functions required to successfully complete the preliminary and final design work, 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. Design Professional shall prepare and distribute minutes of plan review meetings with the City with action items.
- 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 WSD 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 any delays beyond its control, and an estimate of the work percent completion for each Task Series in this Scope of Services based on the earned value of the work completed. A short narrative will be provided describing the work activities performed for each task within a given Task Series.
- 102. Initial Project Meeting.** Design Professional will conduct an initial project meeting to clarify the Water Services Department's intended scope of work, schedule, budget requirements, and other special requirements for the Project; to review pertinent available data and to present Design Professional's draft work plan and work schedule to confirm they meet the City's expectations. Following the initial project meeting, Design Professional shall submit to the Water Services Department for approval its work plan and work schedule for the Project, providing for completion within the term of the Contract. Design Professional shall make modifications to the work plan and work schedule as necessary to obtain City approval.

TASK SERIES 200 - PRELIMINARY DESIGN

- 200. Envision™ Consideration.** The Envision™ rating system is used by the City's Water Services Department to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of project components as they are developed. The Design Professional shall incorporate the use of the Envision™ tool box through the design process and to determine whether this project is a good candidate for Envision™ certification.
- 201. Conduct Field and Record Investigations and Pipeline Route Surveys.** Design Professional shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:

- A. Inspect project sites and document representative existing conditions with digital photos along the possible main alignments. Provide the City electronic copies of the photos taken.
- B. Locate and obtain copies of as-built drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the City one copy of the water main as-built drawings for all project sites. Design professional should review the necessity and size for replacement.
- C. Utility Coordination- Follow the City's standard four step process to send out utility notices throughout the design. Before alignments have been set, contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard City's utility notification form. Follow up with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the City copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the Design Professional. Copies of all correspondence with the utilities should be submitted to WSD in a packet with the 30% alignment drawings.
- D. Pipeline Route Surveys and Rights-of-Way
 - a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface and subsurface information along possible new main alignments, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances. Field locates should be verified prior to surveying to ensure all utilities are located and to reduce number of survey visits. Use Water Services standard legend. Design Professional shall field verify (QA/QC) the data that is provided by the surveyors.
 - iv. Provide subsurface utility information along the possible new main alignments, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.
 - v. Obtain vertical elevations at locations at least every 50 feet along the proposed main alignments, to provide information to evaluate and adjust City's surface elevation contours for project site conditions.
 - b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.

- E. Obtain City's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

202. Preliminary Layout Drawing Review.

- A. Generate base plan sheets with existing utilities and surface features in the right-of-way, including proposed new water main alignments in 20:1 scale on 24" X 36" paper (unless approved otherwise) for construction drawings, incorporating City's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings.
- B. Meet with City staff in the field to review the base plan sheets for the project sites and provide recommendations on new water main alignments and receive City's comments. All decisions made in the field need to be documented in a memo addressed to the project manager. City will approve alignments or notify the Consultant with any changes within 2 weeks from the date of the field review.
- C. Determine the need for permanent and temporary construction easements along the proposed water main alignments.
- D. Utility Coordination – A utility coordination meeting may be held at Water Services if necessary with some or all of the affected utilities. A copy of the 30% sets of plans including the approved alignment should be sent to each utility prior to this meeting. This is the 2nd contact to utilities. Minutes from the meeting as well as any further information provided should be submitted to WSD within 1 week after the coordination meeting.

203. Prepare Preliminary Construction Drawings.

- A. Design Professional shall prepare preliminary (60 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the City's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on City's web page at www.kcwater.us/projects/rulesandregulations/). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations.
- B. The preliminary drawings shall include the following:
- Proposed alignment that was approved as the preliminary layout. Horizontal or plan views shall include horizontal location of existing above ground utilities and facilities, as well as horizontal dimensioning to indicate location of the proposed waterline in relation to Right of Way, above ground and below ground structures, and other utilities. Any encroachment on the waterline outside of Water Services' Standards should be indicated. Fire hydrants

should also be illustrated to ensure adequate spacing between existing and proposed hydrants.

- Ground surface profile that include above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Ground surface elevation should be illustrated every 50 feet. Vertical clearance between existing utilities and the proposed water main should be identified. Any crossings that do not meet Water Services' Standards should be indicated.
- Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service outages.
- A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.
- Water Services expectation is that all requirements for 60% drawings will be included; if they are not included the drawings will be returned to the design professional to be completed and resubmitted as 60% at no additional cost.

C. The plans shall include a water service transfer table, including for each service line, address, registration number, size and material, and relocation requirements for curb stop and meter. Service line transfers, curb box and meter relocations will be clearly indicated in the plan view. Site inspections shall be performed to ensure all necessary transfers are included on the drawings, and that the transfers comply fully with the Rules and Regulations for Water Service Lines available at: www.kcwater.us/projects/rulesandregulations/.

D. The preliminary drawings shall be quality checked by the design consultant with the name and signature of the individual that performed the quality check in the upper right hand corner of the cover sheet. The QA/QC signature block shall be signed by the individual completing the QA/QC review prior to submittal of the 60% drawings. Water Services may require a copy of the QA/QC review to be submitted with the 60% drawings.

204. Submit 60% Completion – Drawings. Design Professional will submit to the City a review set of drawings at the 60% design completion stage.

A. Design Professional shall submit one copy of the drawings (60 percent complete) to The Water Services Department for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15, and a current utility coordination log. Design Professional shall meet with Water Services Department staff to review the project progress and receive their review comments. Water Services will complete their review of the project within 15 calendars of receipt of the drawings. Design submittals shall be submitted through eBuilder.

- B. Design Professional shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard City's utility notification form.
- C. Utility Coordination - Public Notice #3 should be sent out with a copy of the 60% set of plans to all utilities that have conflicts and to those that have not responded. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the 100% Construction Drawings.

205. Preliminary Opinion of Probable Construction Cost. Design Professional will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the City. Preliminary opinion of probable construction cost will include unit prices. Additionally, costs broken out by trade (i.e. concrete, asphalt, hauling, etc) to assist with HRD Goal Requests will be required.

TASK 300 - FINAL DESIGN

300. Prepare 90% Construction Drawings. Design Professional shall prepare final (90 percent complete) CADD construction drawings for water main improvements using Water Services Department standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings should conform to the latest edition for the Standards and Specifications for Water Main Extensions and Relocations and incorporate City's previous review comments into the drawings. Include as necessary plan sheets for erosion & sediment control measures.

301. Submit 90% Completion – Drawings. Design Professional shall submit to the Water Services Department a review set of drawings at the 90% design completion stage.

- A. Design Professional will perform an internal quality control review on the drawings and then submit one copy to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. Design Professional shall meet with Water Services Department staff to review project progress and receive review comments on the final drawings. Water Services will complete their review of the project within 15 calendars of receipt of the drawings. Design submittals shall be submitted through eBuilder.
- B. Design Professional shall submit copies of drawings (90 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water

improvements. Document all utility contacts using the standard City's utility notification form.

- C. Utility Coordination- Public Notice 4 (Final Notice) should be sent to all utilities with a copy of the 90% drawings. All contact with the utilities should be documented and submitted to WSD with the Final Construction Drawings.

302. Finalize Drawings for Bidding. Design Professional will address review comments received on the 90% submittal and finalize the construction drawings. One copy of the final construction drawings will be submitted to Water Services Department for review. After receipt of the review comments on the final construction drawings, Design Professional shall revise the drawings and include all revisions and additions required by Water Services Department.

A. Design Professional shall provide Water Services Department:

- a. One paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings;
- b. A thumb drive containing the drawing sheets as separate pdfs in the format required in Attachment B and electronic files in the latest version of AutoCAD. The drive shall be labeled with the project Name, WSD Project Number, WSD Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data. Additionally, all electronic files shall be uploaded to the eBuilder project folder.

303. Prepare Final Opinion of Probable Cost. Design Professional will prepare a final opinion of probable construction cost for the Project and submit it to the Water Services Department. Final opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with City requirements.

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

305. Provide Project Data for Asset Management. The Design Professional shall prepare and provide to City the following data in electronic file format as follows:

- A. An excel file listing existing water valves to be replaced in the project using the City's unique GIS valve identification number.

- B. An excel file new water valves to be installed in the project, assigning a temporary valve identification number, and the proposed State Plane Coordinates from the construction drawings.
- C. An excel file listing existing hydrants to be replaced in the project using the City's unique GIS hydrant identification number.
- D. An excel file listing new hydrants to be installed in the project, assigning a temporary hydrant identification number, and the proposed State Plane Coordinates from the construction drawings.

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. DESIGN PROFESSIONAL's maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$50,000.00 for Optional Services not yet authorized by CITY that may be required during the course of the work. This allowance amount 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. Any easements necessary for the project will be added by optional services. They will still need to follow the information provided below.

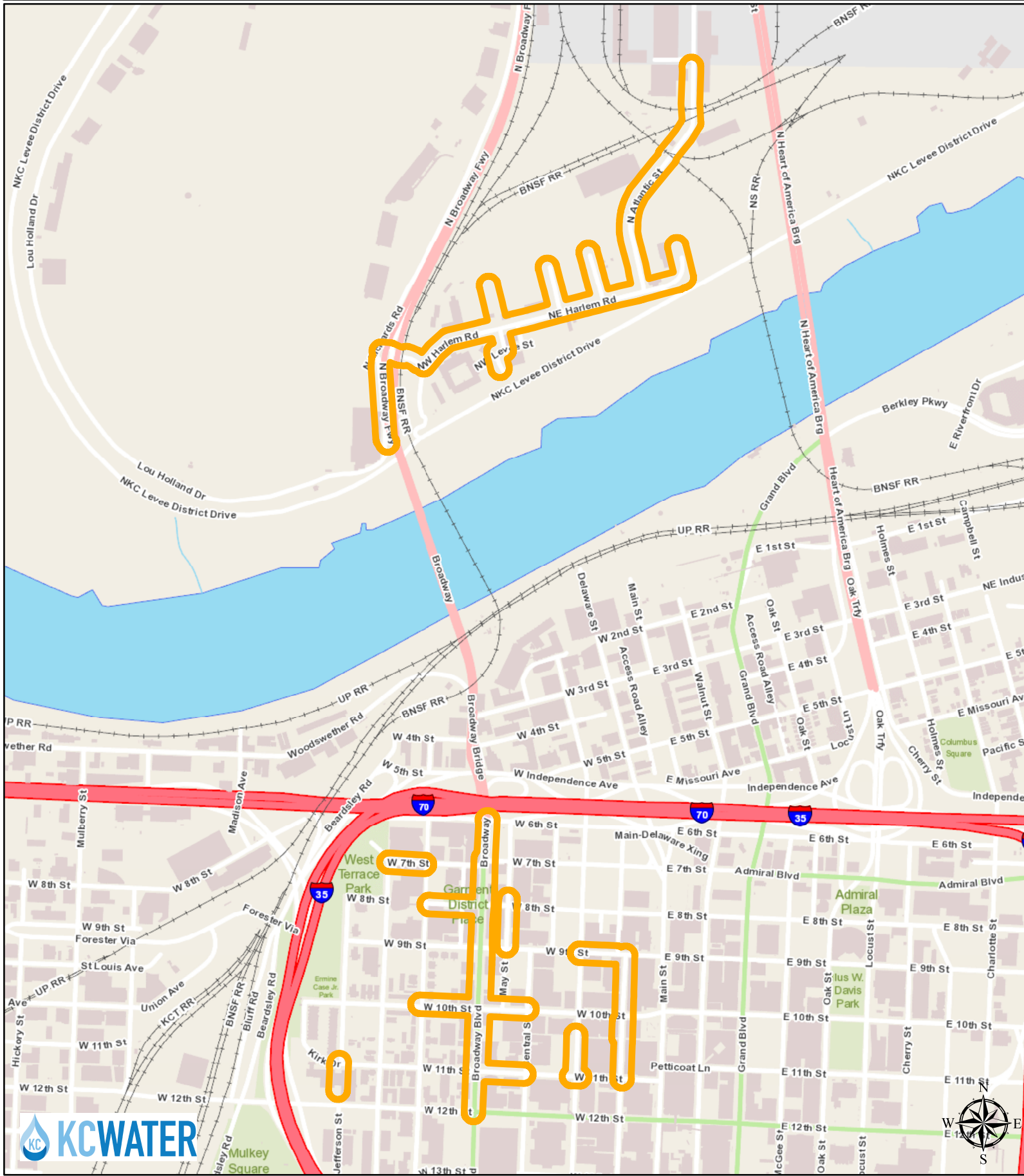
Prepare Easement Legal Descriptions and Exhibits. Design Professional shall through the services of a Professional Surveyor provide information and documents required for temporary and permanent water easements for the project. For each tract to be subject to temporary or permanent water easements, Design Professional shall:

- A. Prepare legal descriptions for temporary and permanent water main easements. Easement legal descriptions shall be prepared using State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" in accordance with applicable Missouri standards of practice and easement recording requirements. City to acquire and provide to the Design Professional the ownership and encumbrance reports for preparation of the easement documents.
- B. Prepare easement exhibits in accordance with applicable Missouri standards of practice and easement recording requirements.
- C. Include water main easements on the overall project's plan sheets.

Design Professional shall review and approve the easement and legal descriptions including exhibits. Design Professional shall provide the services of a professional land surveyor, licensed in the State of Missouri, to seal the final easement legal descriptions and exhibits after corrections have been made.

EXHIBIT B

NW Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street



END OF EXHIBIT B

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).

F. KC Water Digital Data Submittal Standard

Purpose

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

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

1. **Required Submittals Types**
 - a. **Approved for Construction Drawings**

3 of 4

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings. If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. **Submittal Specifications**

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

3. **Questions/Technical Support**

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

Stacey Roberts
Stacey.Roberts@kcmo.org
816-513-0299

4. **CAD Layers and Object Data Tables:**

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

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

ATTACHMENT C

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

Tt Price Proposal

Watermain Replacement Project - Harlem and Broadway - extra footage
 Submitted to: KCMO - WSD (Attn: Davis McDonald)

Contract Type: T&M

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs
	From	Thru	Months			
						2,506

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs
	From	Thru	Months			
1 Project Administration Task 100 Series	04/01/21	11/01/21	6.9	16	137	130
100_Conduct Project Administration Services						68
101_Monthly Project Status Reports						36
102_Initial Project Meeting						10
Schedule, HASP, Agreements						16
2 Preliminary Design Task 200 Series	04/01/21	07/01/21	2.9	7	58	1,626
200_Envision Consideration						30
201_Conduct Field and Record Investigations and Pipeline Route Surveys						132
201A_Geotechnical Investigations						88
202_Preliminary Layout Drawing Review						312
203_Prepare Preliminary Construction Drawings						950
204_Submit 60% Completion -Drawings						76
205_Preliminary Option of Probable Construction Cost						38
3 Final Design	07/01/21	10/01/21	3.0	7	59	750
300_Prepare 90% Construction Drawings						396
301_Submit 90% Completion - Drawings						96
302_Finalize Drawings for Bidding						148
303_Prepare Final Opinion of Probable Cost						18
304_Prepare SWPPP						50
305_Provide Project Data for Asset Management						42
4 Optional Services						-
401_Optional Services Geotech, Easements additional design						-
5 ODCs, Shipping, Reproduction, Material & Equipment						-
Totals	04/01/21	11/01/21	6.9			2,506

Labor Plan							
7 Resource							
Bill Rate >	219.24	228.73	86.24	111.51	135.04	112.54	137.38
Proj Area >							

Resource	Sr Project Manager (John Brummer)	Project Manager 2 (Don Burger)	Engineer 2 (Jordan Fisher)	Engineer 1 (Curtis Bowling)	Sr CAD Designer 1 (Steve Gotha)	Robbie Pringle (Robbie Pringle)	Brian Engle (Brian Engle)	Fleet Vehicles	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals	
																\$0.00
	274	42	240	548	1,342	16	44	250	0.00%	340,532	129,220	-	-	248	470,000	
1 Project Administration Task 100 Series	102	-	18	10	-	-	-	-	-	25,030	7,000	-	-	-	32,030	
100_Conduct Project Administration Services	68									14,909	5,000				19,909	
101_Monthly Project Status Reports	36			6	6					6,448	1,000				7,448	
102_Initial Project Meeting	10			4	4					1,229					1,229	
Schedule, HASP, Agreements	16			8						2,444	1,000				3,444	
2 Preliminary Design Task 200 Series	126	34	126	354	950	16	20	250		218,558	122,220	-	-	-	340,778	
200_Envision Consideration	30									6,577	2,000				8,577	
201_Conduct Field and Record Investigations and Pipeline Route Surveys	132			20	40	60		250		16,918	69,000				85,918	
201A_Geotechnical Investigations	88			16	30	30				11,407	45,220				56,627	
202_Preliminary Layout Drawing Review	312	24	8	24	76	180				41,943					41,943	
203_Prepare Preliminary Construction Drawings	950	40	24	50	160	640	16	20		127,368	3,500				130,868	
204_Submit 60% Completion -Drawings	76	4		8	24	40				9,645	2,500				12,145	
205_Preliminary Option of Probable Construction Cost	38	4	2	8	24					4,701					4,701	
3 Final Design	46	8	96	184	392	-	24	-		96,943	-	-	-	-	96,943	
300_Prepare 90% Construction Drawings	396	16		40	80	260				50,988					50,988	
301_Submit 90% Completion - Drawings	96	16		16	16	24	24			13,210					13,210	
302_Finalize Drawings for Bidding	148	8	8	16	40	76				19,687					19,687	
303_Prepare Final Opinion of Probable Cost	18	2		8	8					2,021					2,021	
304_Prepare SWPPP	50	2		8	24	16				5,965					5,965	
305_Provide Project Data for Asset Management	42	2		8	16	16				5,073					5,073	
4 Optional Services	-	-	-	-	-	-	-	-		-	-	-	-	-	50,000	
401_Optional Services Geotech, Easements additional design	-	-	-	-	-	-	-	-		-	-	-	-	-	50,000	
5 ODCs, Shipping, Reproduction, Material & Equipment	-	-	-	-	-	-	-	-		-	-	-	-	248	248	
Totals	274	42	240	548	1,342	16	44	250	0.00%	340,532	129,220	-	-	248	520,000	
															Total w/o Optional Services	470,000

Price Summary / Totals	
Task Pricing Totals	470,000
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	520,000

Pricing by Resource														
Resource	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals							
1 Project Administration Task 100 Series		25,030	7,000	-	-	-	32,030							
100_Conduct Project Administration Services		14,909	5,000				19,909							
101_Monthly Project Status Reports		6,448	1,000				7,448							
102_Initial Project Meeting		1,229					1,229							
Schedule, HASP, Agreements		2,444	1,000				3,444							
2 Preliminary Design Task 200 Series		218,558	122,220	-	-	-	340,778							
200_Envision Consideration		6,577	2,000				8,577							
201_Conduct Field and Record Investigations and Pipeline Route Surveys		16,918	69,000				85,918							
201A_Geotechnical Investigations		11,407	45,220				56,627							
202_Preliminary Layout Drawing Review		41,943					41,943							
203_Prepare Preliminary Construction Drawings		127,368	3,500				130,868							
204_Submit 60% Completion -Drawings		9,645	2,500				12,145							
205_Preliminary Option of Probable Construction Cost		4,701					4,701							
3 Final Design		96,943	-	-	-	-	96,943							
300_Prepare 90% Construction Drawings		50,988					50,988							
301_Submit 90% Completion - Drawings		13,210					13,210							
302_Finalize Drawings for Bidding		19,687					19,687							
303_Prepare Final Opinion of Probable Cost		2,021					2,021							
304_Prepare SWPPP		5,965					5,965							
305_Provide Project Data for Asset Management		5,073					5,073							
4 Optional Services		-	-	-	-	-	50,000							
401_Optional Services Geotech, Easements additional design		-	-	-	-	-	50,000							
5 ODCs, Shipping, Reproduction, Material & Equipment		-	-	-	-	248	248							
Totals		340,532	129,220	-	-	248	520,000							
							Total w/o Optional Services	470,000						

ATTACHMENT C

SALARY CLASSIFICATIONS

I. PROFESSIONAL FEES BASED ON TIME – SALARY RANGES BASED ON CLASSIFICATION

Principal in Charge	\$95.00	–	\$140.00
Project Manager 1	\$40.00	–	\$68.00
Project Manager 2	\$45.00	–	\$75.00
Sr Project Manager	\$50.00	–	\$115.00
Program Manager	\$55.00	–	\$125.00
Engineer 1	\$20.00	–	\$35.00
Engineer 2	\$22.00	–	\$40.00
Engineer 3	\$25.00	–	\$50.00
Engineering Intern	\$12.00	–	\$25.00
Project Engineer 1	\$25.00	–	\$49.00
Project Engineer 2	\$35.00	–	\$70.00
Sr Engineer 1	\$40.00	–	\$80.00
Sr Engineer 2	\$55.00	–	\$90.00
Sr Engineer 3	\$60.00	–	\$105.00
Principal Engineer	\$65.00	–	\$110.00
Engineering Technician	\$10.00	–	\$25.00
Engineering Designer 1	\$20.00	–	\$33.00
Engineering Designer 2	\$22.00	–	\$40.00
Engineering Designer 3	\$28.00	–	\$45.00
Sr Eng Designer 1	\$30.00	–	\$55.00
Sr Eng Designer 2	\$45.00	–	\$65.00
Sr Eng Designer 3	\$55.00	–	\$75.00
Construction Project Rep 1	\$15.00	–	\$30.00
Construction Project Rep 2	\$20.00	–	\$45.00
Sr Constr Project Rep 1	\$30.00	–	\$50.00
Sr Constr Project Rep 2	\$40.00	–	\$60.00
Construction Administrator	\$20.00	–	\$31.00
Sr Construction Administrator	\$25.00	–	\$45.00
Construction Manager 1	\$35.00	–	\$60.00
Construction Manager 2	\$50.00	–	\$80.00
Construction Director	\$50.00	–	\$75.00
Survey Tech 1	\$12.00	–	\$25.00
Survey Tech 2	\$18.00	–	\$31.00
Survey Crew Chief	\$20.00	–	\$35.00
Surveying Specialist	\$25.00	–	\$37.00
Land Surveyor	\$30.00	–	\$45.00
Sr Land Surveyor	\$30.00	–	\$52.00
Technician 1	\$12.00	–	\$21.00

Technician 2	\$18.00	–	\$30.00
Technician 3	\$24.00	–	\$35.00
Sr Technician 1	\$30.00	–	\$55.00
Sr Technician 2	\$35.00	–	\$60.00
Sr Technician 3	\$40.00	–	\$65.00
CAD Designer	\$15.00	–	\$33.00
Sr CAD Designer 1	\$20.00	–	\$42.00
Sr CAD Designer 2	\$22.00	–	\$50.00
CAD Director	\$22.00	–	\$52.00
GIS Analyst 1	\$15.00	–	\$25.00
GIS Analyst 2	\$20.00	–	\$30.00
Sr GIS Analyst	\$25.00	–	\$40.00
Project Administrator	\$22.00	–	\$40.00
Sr Project Administrator	\$30.00	–	\$46.00
Contract Administrator	\$20.00	–	\$35.00
Sr Contract Administrator	\$25.00	–	\$45.00



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

2021 Compensation for Professional Engineering Services¹ TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Engineering Services, Plan Review, Surveying, Construction Inspection, and Meetings, when authorized and agreed upon in writing, an amount based upon actual salary of personnel for time charged to a project times a project multiplier of 3.04, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. **Hourly Pay Rates and Expenses:**

Project Principal	\$ 65.00	-	\$ 85.00	CADD Technician I	\$ 24.00	-	\$ 34.00
Project Manager	\$ 39.00	-	\$ 82.00	CADD Technician II	\$ 20.00	-	\$ 28.00
Senior Professional Engineer	\$ 55.00	-	\$ 82.00	CADD Technician III	\$ 17.00	-	\$ 23.00
Professional Engineer I	\$ 48.00	-	\$ 72.00	Senior Professional Land Surveyor	\$ 43.00	-	\$ 56.00
Professional Engineer II	\$ 39.00	-	\$ 58.00	Professional Land Surveyor I	\$ 37.00	-	\$ 49.00
Professional Engineer III	\$ 34.00	-	\$ 45.00	Professional Land Surveyor II	\$ 32.00	-	\$ 42.00
Senior Project Engineer	\$ 43.00	-	\$ 59.00	Professional Land Surveyor III	\$ 28.00	-	\$ 37.00
Project Engineer I	\$ 36.00	-	\$ 51.00	Survey Technician I	\$ 28.00	-	\$ 42.00
Project Engineer II	\$ 31.00	-	\$ 42.00	Survey Technician II	\$ 20.00	-	\$ 30.00
Project Engineer III	\$ 26.00	-	\$ 36.00	Survey Technician III	\$ 17.00	-	\$ 23.00
Senior Industry Specialist	\$ 53.00	-	\$ 77.00	Survey Crew (2-3 man crew)	\$ 53.00	-	\$ 90.00
Industry Specialist I	\$ 44.00	-	\$ 62.00	LiDAR Crew	\$ 70.00	-	\$ 94.00
Industry Specialist II	\$ 37.00	-	\$ 52.00	Slam Crew	\$ 35.00	-	\$ 56.00
Industry Specialist III	\$ 31.00	-	\$ 44.00	Survey Crew Chief I	\$ 23.00	-	\$ 35.00
Asset Management Specialist	\$ 45.00	-	\$ 63.00	Survey Crew Chief II	\$ 18.00	-	\$ 27.00
Innovation Specialist	\$ 40.00	-	\$ 52.00	Survey Rodman	\$ 16.00	-	\$ 21.00
Office Technician I	\$ 23.00	-	\$ 33.00	Senior Utility Coordinator	\$ 33.00	-	\$ 50.00
Office Technician II	\$ 19.00	-	\$ 27.00	Utility Coordinator I	\$ 26.00	-	\$ 39.00
Office Technician III	\$ 16.00	-	\$ 23.00	Utility Coordinator II	\$ 21.00	-	\$ 30.00
GIS Analyst I	\$ 32.00	-	\$ 48.00	Utility Coordinator III	\$ 18.00	-	\$ 24.00
GIS Analyst II	\$ 27.00	-	\$ 37.00	Senior Construction Inspector	\$ 28.00	-	\$ 42.00
GIS Analyst III	\$ 23.00	-	\$ 32.00	Construction Inspector I	\$ 23.00	-	\$ 33.00
GIS Technician I	\$ 22.00	-	\$ 31.00	Construction Inspector II	\$ 19.00	-	\$ 27.00
GIS Technician II	\$ 18.00	-	\$ 26.00	Construction Inspector III	\$ 16.00	-	\$ 22.00
GIS Technician III	\$ 16.00	-	\$ 21.00	Administrative Specialist	\$ 22.00	-	\$ 30.00
Field Crew	\$ 43.00	-	\$ 55.00	Admin	\$ 16.00	-	\$ 22.00
Senior Field Technician	\$ 27.00	-	\$ 41.00	Controller	\$ 38.00	-	\$ 52.00
Field Technician I	\$ 21.00	-	\$ 32.00	Accounting Specialist I	\$ 29.00	-	\$ 40.00
Field Technician II	\$ 18.00	-	\$ 24.00	Accounting Specialist II	\$ 21.00	-	\$ 29.00
Field Technician III	\$ 16.00	-	\$ 21.00	Accounting Specialist III	\$ 16.00	-	\$ 22.00
Project Designer I	\$ 34.00	-	\$ 45.00	Survey Equipment Charge	\$ 7.50	hr	
Project Designer II	\$ 30.00	-	\$ 39.00	LiDAR Equipment Charge	\$ 800.00	hr	
Project Designer III	\$ 26.00	-	\$ 34.00	GeoSLAM Equipment Charge	\$ 35.00	hr	
				Survey Drone Equipment Charge	\$ 110.00	hr	
				Mileage	\$ 0.56	mi	
				Other Expenses	Cost		

Note 1: The above hourly rates and unit prices are good through December 31, 2021.

Attachment C

Schedule of Position Classifications

**Environmental Advisors and Engineers, Inc. Staff Labor Rates
(Rates are for period from January 1, 2021 through May 31, 2022)**

Labor Categories	Unburdened Hourly Labor Rates
Principals	\$58.00-\$63.00
Quality Control Manager	\$45.00- \$90.00
Project Managers	\$45.00-\$58.00
Senior Engineers/Construction Specialists	\$41.00-\$65.00
Project Engineers	\$35.00-\$49.50
Staff Engineers	\$25.00-\$37.00
Senior Architects	\$45.00-\$60.00
Staff Architects	\$25.00-45.00
Senior Specifications Specialist	\$90.00-\$92.00
Engineering Technicians	\$23.00-\$39.00
Mid Level Scientists	\$28.75-\$41.00
Senior Drafter/CAD	\$39.50-53.00
Mid Level Drafter/CAD	\$32.00-\$39.00
Public Relations /Client Service Representative	\$18.00-\$37.50
Contract Administrator/Accounting	\$18.00-\$43.00
Administrative Assistant	\$18.00-\$37.50

2021 BILLING RATES

TALIAFERRO & BROWNE, INC.

HOURLY RATES

SCHEDULE "A"

	CLASSIFICATION	HOURLY RATE REGULAR TIME
I.	ENGINEERING/CADD TECHNICIAN I	\$80.00
	ENGINEERING/CADD TECHNICIAN II	\$85.00
	ENGINEERING/CADD TECHNICIAN III	\$92.00
	ENGINEERING/CADD TECHNICIAN IV	\$112.00
	ENGINEERING/CADD TECHNICIAN V	\$115.00
	ENGINEERING/CADD TECHNICIAN VI	\$125.00
	ENGINEERING/CADD TECHNICIAN VII	\$159.00
	ENGINEERING/CADD TECHNICIAN VIII	\$179.00
	ENGINEERING/CADD TECHNICIAN IX	\$201.00
II.	ENGINEER/ARCHITECT I	\$102.00
	ENGINEER/ARCHITECT II	\$107.00
	ENGINEER/ARCHITECT III	\$124.00
	ENGINEER/ARCHITECT IV	\$130.00
	ENGINEER/ARCHITECT V	\$141.00
	ENGINEER/ARCHITECT VI	\$149.00
	ENGINEER/ARCHITECT VII	\$164.00
	ENGINEER/ARCHITECT VIII	\$175.00
	ENGINEER/ARCHITECT IX	\$208.00
	ENGINEER/ARCHITECT X	\$213.00
III.	PROFESSIONAL LAND SURVEYOR I	\$109.00
	PROFESSIONAL LAND SURVEYOR II	\$112.00
	PROFESSIONAL LAND SURVEYOR III	\$127.00
	PROFESSIONAL LAND SURVEYOR IV	\$163.00
IV.	SURVEY PARTY, TWO MEMBER	\$202.00
	SURVEY PARTY, THREE MEMBER	\$230.00
	SURVEY PARTY, FOUR MEMBER	\$316.00
V.	SITE REPRESENTATIVE I	\$83.00
	SITE REPRESENTATIVE II	\$90.00
	SITE REPRESENTATIVE III	\$102.00
	SITE REPRESENTATIVE IV	\$109.00
	SITE REPRESENTATIVE V	\$114.00
VI.	ADMINISTRATIVE ASSISTANT I	\$82.00
	ADMINISTRATIVE ASSISTANT II	\$97.00
	ADMINISTRATIVE ASSISTANT III	
VII.	ACCOUNTANT I	\$102.00
	ACCOUNTANT II	\$112.00
VIII.	PRINCIPAL	\$272.00
IX.	SPECIAL CONSULTANTS	AT COST + 10%

TALIAFERRO & BROWNE, INC.
HOURLY RATES
SCHEDULE "A" CONTINUED

MISCELLANEOUS CHARGES	COST
A. SUBSISTENCE (APPLICABLE TO ASSIGNMENTS REQUIRING OVERNIGHT ACCOMMODATIONS) FOOD, LODGING, AND ANCILLARY EXPENSES	AT COST
B. TRANSPORTATION COMPANY VEHICLES, PASSENGER AUTOMOBILES SURVEY TRUCK RENTAL CARS AND GASOLINE COMMERCIAL TRANSPORTATION	CURRENT GSA RATES CURRENT GSA RATES AT COST AT COST
C. MATERIALS ALL MATERIALS, OTHER THAN NORMAL OFFICE SUPPLIES AND WOOD SURVEY STAKES, WHICH ARE USED IN CONNECTION WITH THE RENDER- ING OF SERVICES	AT COST
D. EQUIPMENT RENTAL AND COMPUTER USAGE CHARGES	COMMERCIAL RATES
E. PRINTING, REPRODUCTIONS (INCLUDING "XEROX" COPIES) AND PHOTOGRAPHIC WORK CHARGES	COMMERCIAL RATES
F. ENVIRONMENTAL AND CHEMICAL LABORATORY LABORATORY WORK CHARGES	COMMERCIAL RATES

OVERTIME RATES ARE APPLICABLE TO TIME IN EXCESS OF FORTY HOURS PER WEEK, INCLUDING TRAVEL TIME TO AND FROM THE OFFICE.

THIS SCHEDULE REFLECTS HOURLY RATES FOR REGULAR TIME ONLY.
A MULTIPLIER OF 1.5 WILL BE APPLIED TO PERSONNEL UNDER
CLASSIFICATIONS I, III, IV, V, VI AND VII FOR APPROPRIATE OVERTIME WORK.

Geotechnical Study Cost Estimate 2021

Proposal No: _____ Date: _____
 Project Name: _____ By: _____
 No. Borings: _____

PLANNING/START UP	Principal	Grp. Mngr	Sr. Engr	Engr II	Engr I/ Tech	Admin	Fee
							\$0.00

FIELD INVESTIGATION

Engineering (DIRECT LABOR)

Meetings - Scope, Various							
Review Info and Utilities							
Drilling Supervision/Observation							
Airport Badge							

Drilling

Field Drilling - DIRECT LABOR- See SHEET 2 for Details							\$0.00
Field Drilling - DIRECT EXPENSE - See SHEET 2 for Details							\$0.00
Field Drilling - IN-DIRECT EXPENSE - See SHEET 2 for Details	DBE ?						\$0.00

LABORATORY TESTING

Supervision (DIRECT LABOR)

DIRECT EXPENSE, TSi In-house testing

Classification	@	\$7.00	each				\$0.00
Moisture Content	@	\$8.00	each				\$0.00
Penetrometer	@	\$6.00	each				\$0.00
Extrusion	@	\$20.00	each				\$0.00
Unit Weight	@	\$30.00	each				\$0.00
Unconfined Compression	@	\$60.00	each				\$0.00
Atterberg Limits	@	\$75.00	each				\$0.00
Hydrometer	@	\$75.00	each				\$0.00
Volumetric Swell Test	@	\$150.00	each				\$0.00
CBR	@	\$525.00	each				\$0.00
Rock - Unconfined Compr.	@	\$105.00	each				\$0.00
Core Photos	@	\$55.00	each				\$0.00
Sub-Total							\$0.00

IN-DIRECT EXPENSE, testing by Subcontractor

See SHEET 2 for details	DBE ?	NO					\$0.00
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ANALYSIS AND REPORT PREPARATION (DIRECT LABOR)

Report Documents

Vicinity Map/Site & Boring Location Plan							
Boring Logs							
Subsurface Profiles (gINT)							
Tables							

Analysis

Foundations							
Settlement							
Slope Stability							
Lateral Earth Pressures							
Construction Considerations							
Pavement Design Considerations							
Subgrade Preparation							

Report Preparation

Manhours							
----------	--	--	--	--	--	--	--

GEOTECHNICAL STUDY TOTAL (DIRECT LABOR)

Manhour Total	0	0	0	0	0	0	
Hourly Fee	\$65.00	\$66.50	\$60.00	\$38.00	\$28.00	\$16.00	
Labor Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sub-Total							\$0.00

PROJECT TOTAL							
	Fee	Overhead @	1.8179	Fixed Fee @	14%	Sub- total	
Drilling Labor	\$0.00		\$0.00		\$0.00	\$0.00	
Engineering Labor	\$0.00		\$0.00		\$0.00	\$0.00	
Direct Expense						\$0.00	
In-Direct Expense						\$0.00	
TOTAL							\$0.00

Geotechnical Study Cost Estimate 2021

Proposal No.: 1/0/1900
 Project Name: 0
 No. Borings: 0

Date: 1/0/1900
 By: 0

DRILLING (DIRECT LABOR)	Principal	Grp. Mngr	Sr. Engr	Lead Driller	Driller Helper	Clerical	COST
							\$0.00
Pavement Coring							
Drilling and Sampling							
Stand-By (if needed and approved)							
Manhour Total	0	0	0	0	0	0	
Hourly Fee	\$65.00	\$66.50	\$60.00	\$35.00	\$18.00	\$16.00	
Labor Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sub-Total							\$0.00

DRILLING - DIRECT EXPENSE

TASK	QUANTITY	UNIT COST	UNITS	EXTENSION
Mileage.....		\$0.56	per mile	\$0.00
Daily Truck Usage (Logger).....		\$75.00	per day	\$0.00
Mileage (Local travel , while drilling crew out of town).....		\$0.56	per mile	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi Office.....		\$550.00	LS	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi Office... ATV Rig.....		\$4.75	per mile	\$0.00
Mob/Demob, Long Dist. each way, beyond 60 miles.....		\$6.75	per mile	\$0.00
Daily Rig Usage Charge- ATV.....		\$600.00	per day	\$0.00
Daily Support Truck Usage.....		\$95.00	per day	\$0.00
Per Diem (per person / per day).....		\$140.00	per day	\$0.00
Little Beaver Auger Rig Usage.....		\$150.00	per day	\$0.00
Coring Machine and Generator.....		\$175.00	per day	\$0.00
Hand Auger Equipment.....		\$150.00	per day	\$0.00
Dynamic Cone Penetrometer (DCP).....		\$135.00	per day	\$0.00
Setup on Borings 10' or Less.....		\$150.00	each	\$0.00
Asphalt Repair, Remove Cuttings.....		\$65.00	each	\$0.00
Core Boxes.....		\$15.00	each	\$0.00
Grout.....		\$9.00	per foot	\$0.00
2" PVC Screen.....		\$9.50	per foot	\$0.00
2" PVC Riser.....		\$6.75	per foot	\$0.00
Flush Mount and Lock.....		\$425.00	each	\$0.00
Bumper Post - 5 Feet Long, Steel.....		\$450.00	each	\$0.00
Bentonite Chips.....		\$7.00	per bag	\$0.00
Filter Sand.....		\$6.00	per bag	\$0.00
Ready Mix.....		\$9.50	per bag	\$0.00
Packer Test Equipment.....		\$450.00	per test	\$0.00
2" Centrifugal Trash Pump.....		\$75.00	per day	\$0.00
Backhoe Rental (testpits).....		\$500.00	per day	\$0.00
			Sub-Total	\$0.00

DRILLING - IN-DIRECT EXPENSE

Traffic Control, as per MODOT		\$2,750.00	per day	\$0.00
			Sub-Total	\$0.00

OTHER IN-DIRECT EXPENSE (Services provided by SUBCONTRACTOR to TSi)

LABORATORY TESTING

Corrosivity Suite		\$325.00	each	\$0.00
			Sub-Total	\$0.00

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 DOCUMENTS

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 80002270
Project Title Water Main Replacements in the Area of NW Harlem Road to 14th Street, Baltimore Avenue to Jefferson Street

Water Main Replacement
(Department Project)

KCWater
Department

Tetra Tech, Inc.
(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

I, John Brummer, 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 11 % MBE and 7 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15.7 % MBE 12.8 % 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 Environmental Advisors and Engineers, Inc.
Address 19211 W 64th Terrace, Shawnee, KS 66218
Telephone No. 913-599-4326
I.R.S. No. 43-1806626

- b. Name of M/WBE Firm Taliaferro & Browne
 Address 1020 E 8th Street, Kansas City, MO 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891
- c. Name of M/WBE Firm TSi Geotechnical, Inc.
 Address 1322 Adams Street
 Telephone No. 913-749-4010
 I.R.S. No. 43-1535463
- d. Name of M/WBE Firm TREKK Design Group LLC
 Address 1441 E 104TH St Ste 105 Kansas City, MO 64131
 Telephone No. 913-749-4010
 I.R.S. No. 43-1953275
- 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>Taliaferro & Browne</u>	<u>Contractor</u>	<u>\$69,000</u>	<u>\$69,000</u>	<u>14.7%</u>
<u>TSi Geotechnical, Inc.</u>	<u>Contractor</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>1.0%</u>
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ 74,000 15.7 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Environmental Advisors and Engineers, Inc.	Contractor	\$15,000	\$15,000	3.2%
TREKK Design Group LLC	Contractor	\$45,220	\$45,220	9.6%
TOTAL WBE \$ / TOTAL WBE %:		\$ <u>60,220</u>		<u>12.8</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

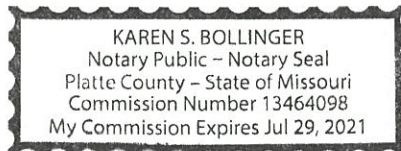
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting 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: John Brummer
Address: 415 Oak Street
Kansas City, MO 64106
Phone Number: 816-412-1769
Facsimile number: 816-410-1748
E-mail Address: john.brummer@tetrattech.com

By: *John Brummer*
Title: Senior Project Manager
Date: 4/21/21
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 21 day of April, 2021

My Commission Expires: 7/29/2021 *Karen S. Bollinger*
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title WMR in the area of NW Harlem Rd. to 14th St.,
Baltimore Avenue to Jefferson St.

Project Location/Number 80002270/9589

Check one:

Original LOI:

Updated LOI:

PART I: Prime Contractor Tetra Tech, Inc agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Taliaferro and Browne, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Surveying Services

for an estimated amount of \$ 69,000 (or 14.6 % of the total estimated contract value.)

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

M/W/DBE/Section 3 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.

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Tetra Tech, Inc.

John Brummer
Signature: Prime Contractor
Sr. Project Manager
Title

John Brummer
Print Name
05/14/21
Date

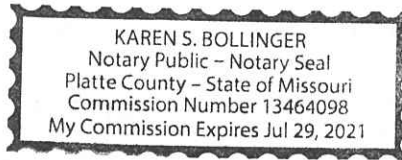
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 7-29-2021 *Karen S. Bollinger*
Notary Public

STAMP:



MWBE SUBCONTRACTOR BUSINESS NAME: Taliaferro and Browne, Inc.

Hagos E. Andebrhan
Signature: Prime Contractor
CEO
Title

HAGOS E. ANDEBRHAN
Print Name
05/14/2021
Date

State of Missouri)
County of JACKSON)

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

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 03-07-2022 *Eartha J. Taylor*
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title WMR in the area of NW Harlem Rd. to 14th St.,
Baltimore Avenue to Jefferson St.

Project Location/Number 80002270/9589

Check one:

Original LOI:

Updated LOI:

PART I: Prime Contractor Tetra Tech, Inc agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TSi Geotechnical, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
Geotechnical Services

for an estimated amount of \$ 5,000 (or 1.0 % of the total estimated contract value.)

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

M/W/DBE/Section 3 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.

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Tetra Tech, Inc.

John Brummer Signature: Prime Contractor John Brummer Print Name
Sr. Project Manager Title 05/14/21 Date

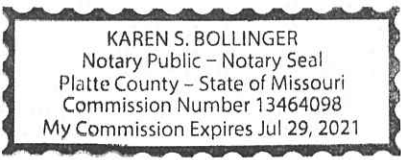
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 7-29-2021 Karen S. Bollinger Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Geotechnical Services

Morris E. Hevey, Jr. Signature: Prime Contractor Morris E. Hevey, Jr. Print Name
President Title 5/14/2021 Date

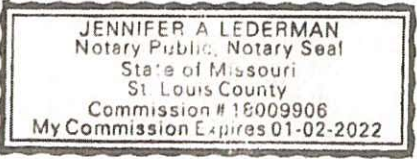
State of Missouri)
County of St. Louis)

I, Morris E. Hevey, Jr., President state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 1/2/2022 Jennifer A. Lederman Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title WMR in the area of NW Harlem Rd. to 14th St.,
Baltimore Avenue to Jefferson St.

Project Location/Number 80002270/9589

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

PART 1: Prime Contractor Tetra Tech, Inc agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Environmental Advisors and Engineers, Inc. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Project Administration, Envision Support, Utility Coordination Services

for an estimated amount of \$ 15,000 (or 3.6 % of the total estimated contract value.)

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

M/W/DBE/Section 3 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.

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

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

(1) Company name: _____

Full address: _____

Street number and name	City, State and Zip Code
------------------------	--------------------------

Primary contact: _____

Name	Phone
------	-------

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Tetra Tech, Inc.

John Brummer Signature: Prime Contractor John Brummer Print Name
 Sr. Project Manager Title 05/14/21 Date

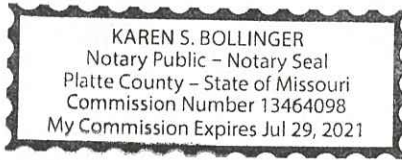
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 7-29-2021 Karen S. Bollinger Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Environmental Advisors and Engineers, Inc.

Jill R. Biesma Signature: Prime Contractor Jill R. Biesma Print Name
 President Title 5/14/2021 Date

State of Kansas)
County of Johnson)

I, Linda Lozano-Dickerson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 14th, 2021

My Commission Expires: 9-26-2021 Linda Lozano-Dickerson Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Project Name/Title WMR in the area of NW Harlem Rd. to 14th St.,
Baltimore Avenue to Jefferson St.

Project Location/Number 80002270/9589

Check one:

Original LOI:

Updated LOI:

PART 1: Prime Contractor Tetra Tech, Inc agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor TREKK Design Group, LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Surveying Services

for an estimated amount of \$ 45,220 (or 9.6 % of the total estimated contract value.)

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

M/W/DBE/Section 3 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.

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: Tetra Tech, Inc.

John Brummer
Signature: Prime Contractor
Print Name
Sr. Project Manager
Title
05/14/21
Date

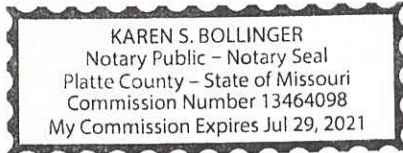
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 14th day of May, 2021

My Commission Expires: 7-29-2021 Karen S Bollinger
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC.

Lucas Gillen
Signature: Prime Contractor
Print Name
ASSOCIATE
Title
5/17/21
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 17th day of May, 2021

My Commission Expires: 6/30/2022 Linda S Dodson
Notary Public

STAMP:



LINDA S DODSON
My Commission Expires
June 30, 2022
Jackson County
Commission #14991560

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
 (Name) (Position with Firm)
 of _____, 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 _____ (Specify) | | | | | |

Throughout _____	Beginning 1/3 _____	
Middle 1/3 _____	Final 1/3 _____	
Beginning 1/3 _____%	Middle 1/3 _____%	Final 1/3 _____%

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)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

(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.)

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

2. I hereby request that the Director of 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 Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
 perform the following scope of work: _____.
(Scope of work of old firm)

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

TO

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

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

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

- ___ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ___ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ___ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- ___ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- ___ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

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 _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____
(Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

NOTARY

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

My Commission Expires: _____

By _____

_____ Print Name

_____ Title

ATTACHMENT F
EMPLOYEE ELIGIBILITY VERIFICATION

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 17th day of August, 2021, before me appeared John Brummer, 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 Senior Project Manager (title) of Tetra Tech, Inc. (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.

John Brown

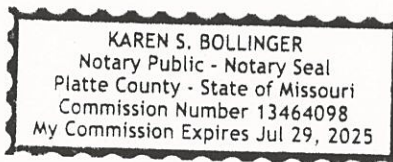
Affiant's signature

Subscribed and sworn to before me this 17th day of August, 2021.

Karen S. Bollinger

Notary Public

My Commission expires: 7/29/2025



Company ID Number: 225378

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Tetra Tech, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by 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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 225378

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

Employer Tetra Tech - IER

Tonya Goring

Name (Please Type or Print)

Human Resources Generalist

Title

Electronically Signed

Signature

06/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/25/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 225378

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Tetra Tech - IER

Company Facility Address: 201 E. Pine Street

Suite 1000

Orlando, FL 32801

Company Alternate
Address:

County or Parish: Orange

Employer Identification

Number: 954148514

North American Industry
Classification Systems

Code: 541

Parent Company: Tetra Tech

Number of Employees: 100 to 499

Number of Sites Verified

for: 35

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

- ALABAMA 1 site(s)

Company ID Number: 225378

- COLORADO 1 site(s)
- DELAWARE 1 site(s)
- FLORIDA 7 site(s)
- GEORGIA 1 site(s)
- INDIANA 1 site(s)
- KANSAS 1 site(s)
- KENTUCKY 2 site(s)
- MASSACHUSETTS 1 site(s)
- MICHIGAN 5 site(s)
- MISSOURI 2 site(s)
- NEBRASKA 1 site(s)
- OHIO 3 site(s)
- OKLAHOMA 2 site(s)
- PENNSYLVANIA 2 site(s)
- TENNESSEE 1 site(s)
- TEXAS 2 site(s)
- VERMONT 1 site(s)

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

Name:	Tonya Goring	Fax Number:	(407) 839 - 3790
Telephone Number:	(407) 839 - 3955		
E-mail Address:	Tonya.goring@tetrattech.com		

ATTACHMENT G

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

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

ATTACHMENT H
NON-CONSTRUCTION APPLICATION FOR
PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

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

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 9589 PROJECT NO. 80002270
WATER MAIN REPLACEMENT IN THE AREA OF NW HARLEM ROAD. TO 14TH
STREET, BALTIMORE AVENUE TO JEFFERSON STREET
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Tetra Tech, Inc.** (Design Professional). The parties amend the Agreement entered into on August 28, 2021, as follows:

WHEREAS, City has previously entered into a contract dated August 28, 2021 in the amount of \$520,000.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$76,488.00, to amend the total contract amount to \$596,488.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

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

- A. Add the following attachments:
 - a. Add **Attachment A-1, Scope of Services for Amendment No. 1**
 - b. Add **Attachment C-1, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1**
- B. Delete and replace the following section:
 - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is **\$596,488.00**, as follows:

- 1. \$ _____ for the services performed by Design Professional under this Agreement.
- 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed **3.04**. 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 C-1**.

3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C and C-1**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approves the revised.
4. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
5. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ 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.
6. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachments C and C-1**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
7. City may revise the Design Professional's Basic Services defined in **Attachments A and A-1** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
8. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

9. Design Professional's Engineering Fee Summary is contained in **Attachments C and C-1** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

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

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

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)