

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 81001033 / CONTRACT NO. 1761**  
**FOR SEWER SEPARATION & GREEN INFRASTRUCTURE: DIVERSION**  
**STRUCTURES 56, 58, 62, AND 113**  
**WATER SERVICES DEPARTMENT**

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

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

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

The scope of work to be performed under this contract includes design services for selected concepts identified in the previously completed study phase (Contract No. 1575). The selected improvements include sewer separation of up to 200 green acres and associated green infrastructure resulting in approximately 199 million gallons of reduced CSO as measured in a typical year. Additionally, water main replacements are being integrated where existing break-prone water mains within the project area exist to maintain the water supply and fire hydrant protection. This will help alleviate future water main breaks that disturb the neighborhoods affected by the sewer separation and green infrastructure project.

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

**Sec. 2. Services to be performed by Design Professional.** Design Professional shall perform the following Scope of Services:

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

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

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

**Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$6,500,000.00, 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. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of **Attachment C**. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Subcontractors Listing" found in **Attachment I**.

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$\_\_\_\_\_. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$ 660,554.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless

specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

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

B. Method of Payment.

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

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, Non-Construction Application for Payment, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's CREO KC Department.

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

**City:**

**Water Services Department**

Office of the Director

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

Kansas City, MO 64130

Phone: (816) 513-0504

Facsimile: (816) 513-0226

E-mail address: [kenneth.morgan@kcmo.org](mailto:kenneth.morgan@kcmo.org)

**Design Professional:**

Firm Name: Black and Veatch Corporation

Contact: Suzanne Carpenter

Address: 8880 Ward Parkway, Ste 400, Kansas City, MO 64114

Phone: (913) 458-6235

E-mail address: [CarpenterS@bv.com](mailto:CarpenterS@bv.com)

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

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

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

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and



decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

- D. Provide standard City forms as required.
- E. Provide City-Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.
- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

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

**Attachment A** – Scope of Services

**Attachment B** – Electronic Data Requirements

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

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

**Attachment E** – CREO KC Documents

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

**Attachment F** – Employee Eligibility Verification Affidavit

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

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

Regarding the City of Kansas City, Missouri Overflow Control Plan, Civil Action No. 10-cv-0497-GAF

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

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

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

**Attachment J** – Non-Construction Application for Payment

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

**Sec. 11. Contract Information Management System.** Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management

Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

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

**Sec. 13. 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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andy Shively, P.E.

Title: Deputy Director

Water Services Department

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

## **PART II**

### **STANDARD TERMS AND CONDITIONS**

#### **Sec. 1. General Indemnification.**

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

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

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

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

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

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

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

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

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

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

#### **Sec 3. Insurance.**

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

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

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

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

d. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory  
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

A. For purposes of this section:

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

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

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

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

#### **Sec. 16. Tax Compliance.**

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

#### **Sec. 17. Assignability and Subcontracting.**

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

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

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

#### **Sec. 18. Conflicts of Interest.**

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

#### **Sec. 19. Conflict of Interest - Certification.**

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

#### **Sec. 20. Buy American Preference.**

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

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

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

### **Sec. 23. Quality Services Assurance Act.**

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

### **Sec. 24. Anti-Discrimination Against Israel.**

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

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

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

### **Sec. 26. Non-Discrimination in**

### **Employment.**

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

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

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

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

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

## **Sec. 28. Affirmative Action.**

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

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

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

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

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

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

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

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

### **Section 30. Truth-In-Negotiation Certificate.**

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

### **Section 31. Consent Decree Project**

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

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

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

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

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

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

## FINAL DESIGN & BID PHASE SERVICES

**Design Professional:** Black & Veatch (DESIGN PROFESSIONAL)

**Owner:** City of Kansas City, Missouri (CITY)

**Project:** Sewer Separation & Green Infrastructure: Diversion Structures 56, 58, 62, and 113

**CITY Contract No.:** 1761

**CITY Project No:** 81001033

### I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by the DESIGN PROFESSIONAL to facilitate strategic stormwater collection within the project area and integration of green infrastructure into Daniel Morgan Boone Park with the goal of maximizing combined sewer overflow reduction in the Town Fork Creek Basin of Kansas City, Missouri.

- A. The Project. The Water Services Department (KC WATER) of the City of Kansas City (CITY), Missouri is undertaking this project under its Smart Sewer Program (SSP). The primary purpose of this Project is to maximize reduction of combined sewer overflows from Outfall 090 located north of E 63rd Street and in the Daniel Morgan Boone Park through strategic stormwater collection and integration of green infrastructure within the project area. As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Federal Consent Decree. This Project is included in the Federal Consent decree pertaining to the City of Kansas City Missouri's Smart Sewer Program, formerly Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL, and its Subconsultants and subcontractors.
- C. Background Information. The CITY, acting through KC WATER, is undertaking the Project as mandated by the Federal Consent Decree to prepare design and construction contract documents for reducing typical year combined sewer overflows in the Town Fork Creek Basin as defined in the Federal Consent Decree. The project boundaries are generally Gregory Boulevard on the South, E 55th Street on the North, Prospect Avenue on the East, and Morningside Drive on the West.
- D. Follow-On Phases. At the discretion of the CITY, the DESIGN PROFESSIONAL maybe requested to provide construction phase services.
- E. General Description of Activities. The Basic Scope of Services to be performed by the DESIGN PROFESSIONAL consists of completing preliminary and final design documents and providing bid phase services. Infrastructure improvements will focus on drainage areas upstream of Combined Sewer Outfalls 085, 086, 089, and 090. Integration of green infrastructure is focused on locations within Daniel Morgan Boone Park but may include other areas within the stormwater collection system extents.

The scope described herein advances work through design, guided by critical success factors that elevate the 1) integration of green stormwater infrastructure designed to benefit the community, minimize property acquisition and reduce CSOs in the Town Fork Creek watershed, 2) strategic collection of stormwater from the existing combined sewer system, 3) coordination with city departments and engagement of the public. The services delivered under the original scope integrated results from public



engagement, Envision™ sustainability screening, field investigations, and hydraulic modeling to identify a recommended alternative and phasing strategy. A preliminary basis of design memorandum was developed along with a project implementation plan, outside funding analysis, and identification of potential enhancements.

Proposed improvements were identified in East, West and Central project areas, as shown in Figure 1 below:

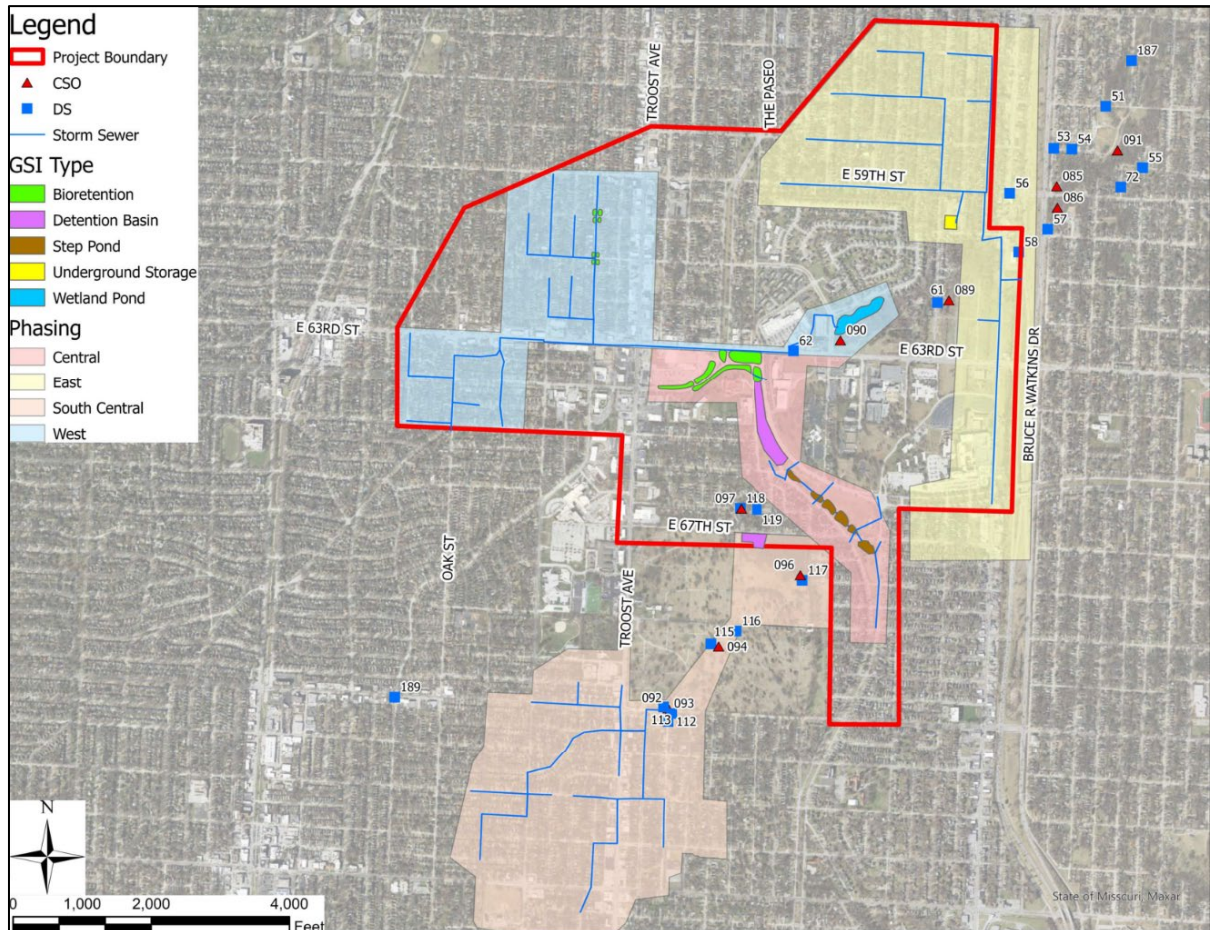


Figure 1. Project Areas (\*Note that Central phase is not included in this scope of services)



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

**TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

**TASK SERIES 200 – ENGAGEMENT & OUTREACH**

**TASK SERIES 300 – ENVISION**

**TASK SERIES 400 – FIELD INVESTIGATION**

**TASK SERIES 500 – PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – WEST PROJECT AREA**

**TASK SERIES 600 – PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – SOUTH CENTRAL AREA**

**TASK SERIES 700 – PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – EAST PROJECT AREA**

**TASK SERIES 800 – WATER MAIN REPLACEMENT DESIGN**

- G. Explicit Responsibilities. This Scope of Services explicitly sets forth what DESIGN PROFESSIONAL will perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DESIGN PROFESSIONAL has no control over the cost of labor, material or equipment furnished by others not under contract to DESIGN PROFESSIONAL, DESIGN PROFESSIONAL's opinion of probable construction cost for the Work will be made on the basis of experience and qualifications as a DESIGN PROFESSIONAL. DESIGN PROFESSIONAL does not guarantee that proposals, bids, or actual project costs will not vary from DESIGN PROFESSIONAL's opinions of probable construction cost. The cost opinions' level of accuracy presented by DESIGN PROFESSIONAL will be as noted in subsequent paragraphs of this Scope of Services.

## **II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

- A. Project Milestones and CITY Review Requirements. DESIGN PROFESSIONAL will complete all Task Series within **540 calendar days** following the City's issuance of a Notice to Proceed to DESIGN PROFESSIONAL. DESIGN PROFESSIONAL's completion schedule will be extended by the CITY for delays beyond the reasonable control of the DESIGN PROFESSIONAL as approved by the CITY.
- B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments to DESIGN PROFESSIONAL within a fourteen (14) calendar day period. A meeting with CITY will be scheduled and conducted by DESIGN PROFESSIONAL no more than fourteen (14) calendar days after receipt of CITY's written consolidated review comments to discuss DESIGN PROFESSIONAL's written responses to the CITY's review comments.

## **TASK SERIES 100 PROJECT MANAGEMENT AND ADMINISTRATION**

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

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; revision of an existing project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. The DESIGN PROFESSIONAL's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

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

The DESIGN PROFESSIONAL shall prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. Invoices will be submitted through Trimble. Each invoice by the DESIGN PROFESSIONAL and subcontractors shall be broken down by task. The monthly progress status reports shall document work progress, the percentage of completed work, schedule status, and budget status. The monthly project status report shall identify work performed by the DESIGN PROFESSIONAL, the work activities anticipated to be performed in the next month, action items required by the CITY, potential project scope variances with corrective action, 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 work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

### **Task 103 Subconsultant Agreements and Administration**

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

### **Task 104 Monthly Progress Meetings**

The DESIGN PROFESSIONAL shall participate in up to **eighteen (18) monthly progress meetings** with the CITY to provide updates on work progress, budget and schedule status, current issues, and variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. The DESIGN PROFESSIONAL will prepare and submit an agenda to the CITY prior to each meeting and prepare/distribute meeting minutes within five (5) working days.

### **Task 105 Quality Control**

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

### **Task 106 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DESIGN PROFESSIONAL shall organize and conduct a Project kickoff

meeting with the CITY within 30 days, unless agreed to otherwise by CITY, to review updates to the project objective and sustainability goals, lines of communication and project administration procedures. DESIGN PROFESSIONAL shall present its updated Work Plan including cost-loaded implementation schedule and outline high- level sustainability approaches to meet Envision credit requirements. DESIGN PROFESSIONAL shall also present other logistics for effective project execution, including planned project implementation schedule and content outline for subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting.

#### **Task 107 Updated Work Plan**

DESIGN PROFESSIONAL shall update the Work Plan developed in the Base Scope to reflect the scope of this amendment. The Work Plan for the project will include, at a minimum the following:

- a. A summary of dedicated key team members roles and responsibilities, including any field crew leaders and contact information.
- b. A brief summary of the project objective and goals, and DESIGN PROFESSIONAL's basic scope of services.
- c. Detailed schedule for performance of all work.
- d. Define any issues requiring special coordination with CITY, local utilities and/or other City projects occurring or scheduled to occur in the project area.

DESIGN PROFESSIONAL shall submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed and present at the Project Kick Off Meeting. CITY will review the draft Work Plan and provide comments within 14 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit a single electronic PDF file within 14 calendar days of receipt of CITY's comments.

#### **Task Series 100 Assumptions**

The project schedule will extend eighteen (18) months, and any extension of schedule outside of the control of the DESIGN PROFESSIONAL that extends the project beyond 18 months will require Optional Services for project management costs.

#### **Task Series 100 Deliverables**

- Monthly Project Status Reports and Invoices submitted via Trimble (18)
- Monthly Progress Meeting Agendas (18)
- DRAFT and FINAL Monthly Progress Meeting Minutes (18)

### **TASK SERIES 200 – ENGAGEMENT & OUTREACH**

#### **Task 201 Revise Public Engagement Plan**

The DESIGN PROFESSIONAL shall revise the existing Phase I Public Engagement Plan (PEP) that serves as a blueprint for the life of the project. This document will be a "living document" that may be modified throughout the project to best serve the needs of the community. The PEP will include key messages, engagement goals, processes and procedures, and a master list of stakeholders and groups, including but not limited to:

- City Departments/elected officials
- Neighborhood groups and residents

- Business groups - commercial, office, industrial, including
- Private developers for the 63rd & Citadel and 63rd & Prospect development sites
- Faith-based and other community organizations
- Schools
- Local influencers

Additionally, this plan will include the outreach timeline and schedule, and a summary of public engagement and feedback collected.

#### **Task 202 Re-engage Working Group & Host Working Group Meetings**

The DESIGN PROFESSIONAL shall re-engage up to 10-15 Phase I key stakeholders that represent each neighborhood, schools, organizations, and elected officials in the project area. Stakeholders shall be individually invited to rejoin a Working Group. The DESIGN PROFESSIONAL shall coordinate meeting logistics, invitations, set up, facilitation, and follow-up communications for up to five (5) Working Group meetings, including a “kick-off meeting” for Phase II. This task includes summarizing public feedback gathered in Working Group meetings.

#### **Task 203 Manage Project Webpage and Interactive Map**

The DESIGN PROFESSIONAL shall coordinate with the City to manage the existing project webpage on the SSP website and update the interactive mapping tool to allow the community to provide additional feedback. The project webpage and/or interactive map will be developed to host a survey to collect feedback. The DESIGN PROFESSIONAL shall share summaries of feedback, decisions, and any other key project information at up to four (4) intervals during the project.

#### **Task 204 Develop Creative Assets**

The DESIGN PROFESSIONAL shall develop various creative assets that may include:

- Basic project content
- Postcard mailers
- Digital graphics
- Social media posts
- Revised fact sheet and FAQ document
- News releases
- Survey, if desired
- Boards, comment card, and other materials for public meetings/roadshows
- PowerPoint presentation for neighborhood/public meetings and roadshows
- Revised project toolkit

#### **Task 205 Public Meetings**

The DESIGN PROFESSIONAL shall facilitate up to three (3) public meetings and coordinate meeting logistics, invitations, set up, facilitation, and follow-up communications. Objectives for each meeting are defined below:

- Public Meeting #1: Inform the public about Phase II of the project, receive initial feedback
- Public Meeting #2: Gather feedback from the public

- Public Meeting #3: Present results to the community

#### **Task 206 Neighborhood Meetings**

The DESIGN PROFESSIONAL shall identify and attend up to twelve (12) neighborhood meetings in the project area. For each meeting, the comments and attendees will be documented.

#### **Task 207 Earned Media Opportunities/Identify Media Pitching**

The DESIGN PROFESSIONAL shall identify potential earned media opportunities and coordinate with SSP staff about purpose and goal before developing news releases and media alerts. This scope includes support activities for up to three (3) earned media opportunities. Activities may include the following:

- Pitch stories to local media outlets
- Field and document media requests
- Assist with the coordination of media requests
- Draft, edit, review content
- Coordinate interviews
- Coordinate requests and responses with the project team

#### **Task 208 Interdepartmental Coordination**

The DESIGN PROFESSIONAL shall support SSP in attending meetings with other stakeholders regarding adjacent projects that may include:

- 63rd Street (West) Corridor Improvements with KC Public Works
- 63rd Street Corridor Plan with Mid-America Regional Council (MARC)
- Paseo Boulevard with KC Parks
- Other projects as identified

#### **Task 209 Community Grassroots Meetings**

The DESIGN PROFESSIONAL shall identify up to twelve (12) grassroots meetings with area community organizations, businesses and schools in the project area. For each meeting, this scope includes coordination of meeting logistics, invitations, set up, facilitation, and follow-up communications.

#### **Task 210 Key Stakeholder Meetings**

The DESIGN PROFESSIONAL shall identify key stakeholders to provide up to five (5) 1:1 meetings to discuss project benefits and opportunities. For each meeting, the scope includes coordination of meeting logistics, invitations, set up, facilitation, and follow-up communications. For each meeting, the DESIGN PROFESSIONAL shall summarize contents and attendees.

### **TASK SERIES 300 – ENVISION**

#### **Task 301 Sustainability Review**

The DESIGN PROFESSIONAL shall utilize Envision™ v3 sustainability scoring system to assess the final design plans. This task will include a sustainability review and DESIGN PROFESSIONAL shall complete the Envision Online Scoresheet for 60% plans.

DESIGN PROFESSIONAL shall provide the design team with recommended strategies to increase the sustainability of each project bid:

1. West Project Area
2. East Project Area
3. South Central Project Area

**Deliverable:** Executive summary of **actionable recommended strategies** for West, South Central and East Project Areas generated during a collaborative review of 60% designs to advance sustainability for each project phase and scoresheet results.

#### **TASK SERIES 400 – FIELD INVESTIGATION AND DATA REVIEW**

##### **Task 401. Topographic Survey – South Central (DS 113)**

The budget and quantities for field work is based on supporting design of the South Central (DS 113) Sewer Separation. The proposed sewer improvements extend from E 67<sup>th</sup> Street south to 77<sup>th</sup> Terrace. This includes approximately 15,000 LF of new storm sewer, as shown in Figure 2.



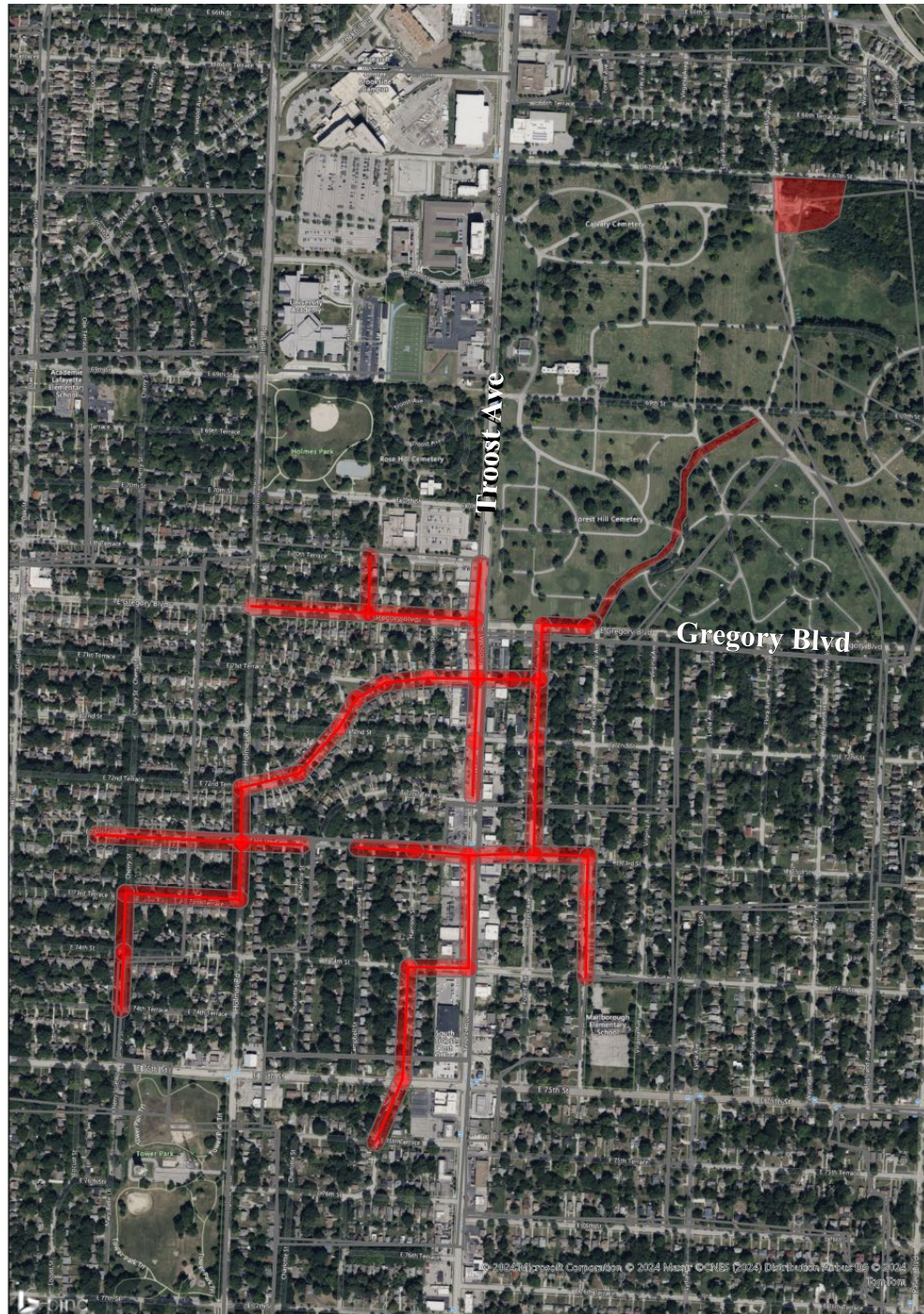


Figure 2. Task 401 Survey Boundaries

The DESIGN PROFESSIONAL shall conduct topographic survey to serve as the basis for preliminary design. This topographic survey will include both pipeline route areas and green infrastructure sites, defined as follows:

**Pipeline Route Survey within the Sewer Separation Area.** Provide the necessary field design surveys, based on the conceptual design alignment, for the preparation of construction drawings and specifications. Total linear feet of surveying, for budgeting purposes, is estimated to be 15,000 linear feet (the width assumptions are stated below).

**Green Infrastructure Site Survey.** Provide the necessary field design surveys, based on the conceptual design sites, for the preparation of construction drawings and specifications for green infrastructure sites. Up to 15 acres of topographical surveying is assumed for budgeting purposes. This will include the existing stream channel within the Forest Hills Cemetery and the potential Green Infrastructure area within the Cemetery.

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

1. Horizontal and Vertical Control - The horizontal control coordinates will be indicated in State Plane Coordinates conforming to NAD 1983/1987 Missouri coordinate system with conversion to ground plane coordinates with a combined adjustment factor for the project coordinate system. The vertical control will conform to NAVD 1988.
2. Detailed Topographic Survey - Perform a detailed topographic survey within limits agreed on with the CITY, along easements where existing combined sewers are located, within existing public right-of-way and street corridors from a minimum of right-of-way to right-of-way where existing sewers are located, or where new storm or sanitary sewers are likely to be required.
3. The survey may extend beyond CITY right of way as needed for potential work in existing or anticipated future easements and/or acquisitions. The topographic survey will include but not be limited to the location of combined sewers, storm sewers, sanitary sewers and associated structures with top/invert elevations, shape, material and diameter, as applicable; water and gas utilities including all valves, meter pits, fire hydrants, pressure reducers, regulators, etc.; overhead utilities including power poles, telephone poles, and light poles; underground electric and communication utilities; street and pavements including sidewalks, streets, driveways, parking lots, and unimproved roadways; trees (isolated trees three (3) inch diameter and larger and twelve (12) inch diameter and larger in wooded areas) and landscaping indicating type and diameter; and structures including buildings, retaining walls, fences and other visible improvements within the survey boundary determined by the DESIGN PROFESSIONAL.
4. Prepare Base Map - Prepare a base map of existing parcels, with the owner's name and address, and right-of-way within the Project boundaries. The base map will establish the existing right-of-way and adjacent parcels by field evidence, recorded plats, deeds, etc. Existing sewer and water utilities shall be labelled as shown in the CITY's GIS.
5. Coordinate and Locate Utilities - Coordinate utility locates with Missouri One Call and locate visible existing utilities and utilities located by Missouri One Call. If utility locate companies are nonresponsive then contact each utility company to request utility maps and records.
6. Locate Geotechnical Borings and Infiltration Testing Locations - Survey will provide field locations of up to thirty (30) Soil Boring locations performed during geotechnical investigations in the South Central and East project areas.

#### **Deliverables**

- Electronic data files of the survey(s) and other requested information. Metadata should be incorporated into every digital file to document date, source, methodology, etc. Submit a digital



file in AutoCAD format containing the full survey drawing. This drawing must be created at its real State Plane Coordinates NAD 1983 position and the view shall be un-rotated from the coordinate system so that the NORTH points orthographically vertical in the screen.

- An ascii point file (.txt or .csv) in "pnezd" comma-delimited format representative of all data collected.
- Full-sized digital PDF copy(s) of the survey signed by a Registered Land Surveyor (RLS).

#### **Task 402 Geotechnical Investigation – East Phase and South Central (DS 113) Separation**

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

The geotechnical investigations shall include the following services:

1. Soil Borings and Testing Along Sewer Separation Alignment. Obtain up to thirty (30) soil borings. Fifteen borings (15) will be to support the sewer separation alignment within the East Project Area and fifteen borings (15) to support the sewer separation alignment within the South Central (DS 113) Project Area, the anticipated average depth of these borings is twenty (20) feet. Perform all exploratory field work and field and laboratory testing to characterize soil types, the presence of fill material or obstructions, depth to bedrock, and depth to groundwater. Collect three (3) to four (4) samples from each boring and retain for future reference. Each boring shall be surveyed to obtain horizontal coordinates and elevation at the ground surface. Rock coring shall be assumed for all borings beyond a depth of 10-feet.
2. Seepage / Infiltration Tests. DESIGN PROFESSIONAL shall conduct a subsurface investigation at up to five (5) potential green infrastructure sites. This investigation shall include exploratory field work, laboratory and field testing, and preparation of a subsurface report. At least one (1) soil boring shall be performed at each site to a depth of ten (10) feet and one (1) field infiltration test shall be performed at each site.
3. Geotechnical Report. A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying each site including depths to rock where encountered; present relevant engineering properties of the existing soils; provide results of the seepage investigation(s) and Maryland Infiltration Tests, provide excavation and earthwork recommendations including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. The report shall also provide an analysis of existing pavement materials to determine bearing capacities and suitability for long term reliability so that pavement removal/replacement areas can be determined in coordination with existing street and curb conditions and utility impacts.
4. As required, Public Works and Parks Department permit fees shall be obtained prior to drilling, and necessary temporary signage shall be printed and installed in coordination with the CITY. All costs shall be included in this task.

#### **Deliverables**

DRAFT and FINAL Geotechnical Report. The Final Geotechnical Report shall be sealed and signed by the geotechnical engineer of record.

### **Task 403 Smoke & Dye Water Testing – East and West Areas**

1. Smoke Testing Notification - Prior to beginning smoke testing activities, the Consultant shall distribute a project-specific door hanger to the affected properties providing notification of smoke testing. The Consultant will be responsible for printing and distribution of the door hangers (drafted by CITY) no later than 48 hours in advance of smoke testing. Smoke testing mailers for the entire project area will be developed and distributed by the CITY two (2) weeks prior to commencement of smoke testing. The DESIGN PROFESSIONAL shall provide daily notification of smoke testing to the CITY specified dispatcher, CITY police and fire departments and all other required personnel as specified by the CITY. If an unexpected weather event delays smoke testing after mailers/door hangers are distributed, the DESIGN PROFESSIONAL shall redistribute door hangers accordingly.
2. Smoke Testing Performance - The Consultant shall perform smoke testing in the West Sewer Separation (28,000 lf) and the East Sewer Separation (27,000 lf) area for up to 55,000 linear feet of sewer pipe (300 sewer segments) up to 36-inch in diameter to identify defects in the public sewer system and private connections without trespassing private property. The Consultant shall develop field maps using system maps provided by the CITY. Smoke testing shall be implemented in accordance with the Smoke Testing Protocol. Suspect stormwater sources identified during field activities shall be fully investigated at the time they are initially found to confirm whether the source exists. Payment for smoke testing shall be based on the approximate linear feet of pipe on a per foot basis as listed in **Attachment D**.

#### **Deliverables**

- Summary report of stormwater sources identified from smoke and dyed water testing.

### **Task 404 Utility Coordination**

The Consultant shall provide for the communication with all impacted utilities in the project area including notifications, requests for facility information and meetings to discuss the project. Coordination with the following utilities is anticipated: Spire, Evergy, Time Warner, AT&T, KC Water, Sprint/T-Mobile, Surewest/Everest, Google, Consolidated, Century Link, ExteNet Systems, Mobilite, Spectrum/Charter, Unite, Verizon, Windstream, Zayo, KCMO Street Light, KCMO Fiber, KCATA.

Utility coordination shall be performed in accordance with Kansas City Missouri's Four Step Utility Notification Guideline. The Consultant shall complete the following tasks to support detailed design of each area:

1. Communicate and coordinate with each impacted utility to determine preliminary scope of relocations that may be required.
2. Based on the risk of utility conflict provide recommendations for establishing a Utility Quality Level as defined by CI/ASCE 38-02 for data collection during design. Establish a plan for data collection with the utilities affected.
3. Coordinate up to sixty (60) potholes (thirty within pavement and thirty outside of pavement), at 8-foot average depth, to probe critical KC Water Utility crossings. CONSULTANT shall coordinate the locations of potholes with KC Water, collect information gathered, and survey the locations of the potholes. It is assumed that potholing of sewer and water lines will be done by DP and potholing for other utilities will be done by those utilities.



### **Task 501. Prepare 30% Design Documents – West Project Area**

The DESIGN PROFESSIONAL shall prepare preliminary plan and profile drawings (30 percent complete) and submit a 30% Design Document package to the CITY. This package shall focus on proposed improvements in the **West Project Area** as shown in Figure 3, and shall include the plans, list of specifications, and an addendum to the Basis of Design Memorandum.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall utilize the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments of proposed improvements. The DESIGN PROFESSIONAL shall size storm sewers to provide a similar or slightly better level of service that is approximately equivalent to the baseline level of service provided by the existing combined sewer system within the project area. DESIGN PROFESSIONAL shall model existing conditions and proposed conditions to demonstrate that the proposed stormwater improvements will either maintain or reduce flood elevations for the 2-yr, 5-yr, & 10-year 6-hour design events. The 2D stormwater system model and model results for simulated design events shall be provided with the 60%, 90%, and 100% design plans

All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090.

### **B. Landscape Architecture**

The Consultant will provide landscape architecture design services for proposed green infrastructure and community improvement areas as outlined:

- Provide materials for the Public Engagement meetings (Task 200) to inform potential green infrastructure solutions, potential future park amenities, neighborhood context sensitive solutions, economic development opportunities, and coordinate with adjacent development project teams and community organizations. This support shall include written content and graphics for community surveys, questionnaires and discussion topics related to project refinements, to include park and community enhancement features, amenities, and landscape-oriented solutions.
- Collaborate with the design team to anticipate future park-related betterments to be integrated with green infrastructure design solutions with Daniel Morgan Boone Park.
- Assist in the development of preliminary and final improvement plans for green infrastructure and other site improvements necessary to allow for future community improvements and potential future park amenities based on input from other City departments and stakeholders. A summary narrative will also be developed which will describe how the concept reflects and integrates stakeholder and community preferences from the project's on-going engagement efforts.

Design of green infrastructure will include soils recommendations, landscape planting recommendations for green infrastructure to include a final plant palette, and site grading and cross-sections.

- C. **Specifications** - DESIGN PROFESSIONAL shall develop a list of specifications. Green stormwater infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.
- D. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 30% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form.
- E. **30% Opinion of Probable Construction Cost** - DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the improvements defined. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- F. **30% Design Document Submittal** - DESIGN PROFESSIONAL shall submit a digital copy of 30% complete drawings for the West Project Area, a list of specifications, 30% Opinion of Probable Cost, and Basis of Design Memorandum to the CITY for review. A current utility coordination log shall also be provided. Drawing development will be to an approximate 30% design completion stage. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. The drawing submittal shall include the following, at a minimum:
  - 1. Cover Sheet meeting KC Water standards
  - 2. Sheet Layout Map sheet
  - 3. Survey Horizontal and Vertical Control Sheet
  - 4. Demolition Sheets
  - 5. Plan and Profile Sheets
  - 6. Preliminary Design Sheets for Green Infrastructure, community park spaces, open spaces, and landscape design
  - 7. Plan view layouts of key structures

DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings should be updated at 30%, 60%, 90%, and 100% completion to reflect current design.

- G. **30% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 30% Design Document submittal and receive their review comments. The CITY shall coordinate review of the 30% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

#### **Task 502. Prepare 60% Design Documents – West Project Area**

DESIGN PROFESSIONAL shall develop 60% design documents for review, permitting and utility coordination. The submittal shall include plans, specifications, opinion of probable cost for the **West Project Area**, and an

update to the Basis of Design Memorandum for the overall project.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions.
- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 60% plans for landscape restoration. Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **60% Specifications** - DESIGN PROFESSIONAL shall use the CITY's standard technical specifications for the Project and develop supplemental technical specifications as required by the project. Assume up to five (5) supplemental technical specifications total. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.
- D. **Easements** DESIGN PROFESSIONAL shall refine the easements and acquisitions identified in the Base Scope efforts. DESIGN PROFESSIONAL shall obtain up to twenty (20) O&E's and provide exhibits and associated legal descriptions to define the required temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties. Additional O&E's and exhibits and legal descriptions above twenty (20) will require Optional Services.
- E. **Constructability Meeting & Site Visit** - The DESIGN PROFESSIONAL shall conduct up to two (2) one-half (1/2) day constructability review meetings and site visits with Contractors familiar with working in Kansas City, MO area and who typically construct sewer interceptors. The City and DESIGN PROFESSIONAL will identify and agree on two (2) Contractors who will be invited to participate in a review meeting and workshop. The goal of the meeting will be to review the recommended alignment and identify potential risks, review construction methods and discuss cost saving alternatives. It is anticipated that each constructability meeting and site visit will include the City's engineering and operation and maintenance staff, representatives from one contractor and up to three (3) staff from the Consultant. Consultant will develop and distribute meeting minutes to document contractor discussions and concerns identified during the constructability review meeting and field visit.
- F. **Permitting** - DESIGN PROFESSIONAL shall update a list of permits and clearances for the project along with a proposed schedule for submission of applications. The DESIGN PROFESSIONAL shall meet with the CITY to review the list of permits prior to incorporation in the Basis of Design Memorandum. The DESIGN PROFESSIONAL shall prepare applications and plans for the following environmental permits:
  - 1. Threatened and Endangered Species review, SHPO Section 106 Historical and Cultural review/clearance

2. City of Kansas City, Missouri (KCMO) Stream Setback Ordinance Compliance (88-415) will include:

- a. Attendance at up to two (2) meetings with the Client and City Planning and Development Staff to discuss requirements of the Stream Setback Ordinance and application to this project, as well as requirements for mitigation, if needed.
- b. Development of preliminary plan for stream buffer impacts, a quality assurance quality control review, coordination to support CITY with CompassKC submittal.
- c. Development of final stream buffer plan based upon city comments, a quality assurance quality control review, and coordination to support CITY with CompassKC submittal.

3. KCMO Tree Protection Ordinance Compliance (88-424) will include:

- a. Evaluation of tree canopy cover within the proposed project area to determine the amount of canopy cover present and to note areas where project construction will impact contiguous tree canopy as described above.
- b. Determination of mitigation requirements as noted in the ordinance.
- c. Existing Conditions Tree Plan. DESIGN PROFESSIONAL shall develop one plan showing all existing and contiguous tree canopy cover of 1-acre or greater across the project area.
- d. Tree Preservation and Mitigation Plan: DESIGN PROFESSIONAL will prepare one plan that denotes areas of existing tree canopy to remain and tree canopy cover to be removed and determine quantities of each. If preservation of tree canopy cannot be achieved, Vireo will determine the required mitigation to offset impacts and potential on-site locations for tree planting to meet requirements of section 88-424-07 of the ordinance.

G. **60% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 60% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.

H. **Utility Coordination** - DESIGN PROFESSIONAL shall provide 60% complete drawings to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. 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. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 60% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting.

I. **60% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:

- One PDF set of 60% plans
- One PDF set of 60% technical specifications developed by the DESIGN PROFESSIONAL

- One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
  - One PDF copy of the 60% Basis of Design Memorandum
  - One PDF copy of draft permit applications
  - One PDF copy of the 60% Opinion of Probable Construction Cost
  - Current Utility Coordination Log
  - Excel file with City comments on 30% submittal documents with DESIGN PROFESSIONAL responses.
- J. **60% Review Workshop** - DESIGN PROFESSIONAL shall conduct a meeting with CITY and SSP staff to review the 60% Design Document submittal and receive their review comments. DESIGN PROFESSIONAL shall coordinate with City Project Manager to identify attendees. Intent will be to review the plans for completeness, constructability, extent of surface feature removals and replacements, tree removals and replacements, discuss extent of utility relocations/replacements and utility phasing, identification of potential private property conflicts, and identification of other issues that may impact construction. The DESIGN PROFESSIONAL shall document and distribute meeting notes.

The CITY shall coordinate review of the 60% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

### **Task 503. Prepare 90% Design Documents – West Project Area**

DESIGN PROFESSIONAL shall develop 90% design documents for review, permitting and utility coordination. This **West Project Area** package shall include the plans, specifications, opinion of probable cost, and an update to the Basis of Design Memorandum.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions
- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 90% plans for landscape improvements. Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **Constructability Review.** Conduct constructability review with DESIGN PROFESSIONAL's construction staff to review construction issues, constructability, risk management, and community disruption impacts. Incorporate design refinements into 90% design documents.
- D. **90% Specifications** - The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN PROFESSIONAL. Supplemental



technical specifications, including Section 01015- Specific Project Requirements shall be submitted. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual. The CITY will be responsible for the preparation of all other CITY's standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review prior to the 90% submittal. DESIGN PROFESSIONAL shall provide review comments for the CITY's incorporation as appropriate into its front-end documents and technical specifications.

- E. **Easements** - DESIGN PROFESSIONAL shall identify necessary easements and acquisitions for construction. DESIGN PROFESSIONAL shall prepare documents for temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties.
- F. **Permitting** - DESIGN PROFESSIONAL shall provide final permits for CITY to advance.
- G. **90% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 90% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- H. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 90% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. Public Notice #4 should be sent out with a copy of the 90% set of plans to all utilities that have conflicts and to those that have not responded. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 90% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Drawings.
- I. **90% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:
  - One PDF set of 90% plans
  - One PDF set of 90% technical specifications developed by the DESIGN PROFESSIONAL
  - One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications,
  - One PDF copy of final permit applications
  - One PDF copy of the 90% Opinion of Probable Construction Cost
  - One PDF copy of the 90% Basis of Design Memorandum
  - Current Utility Coordination Log
  - Excel file with City comments on 60% submittal documents with DESIGN PROFESSIONAL responses.
- J. **90% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 90% Design Document Submittal and receive their review comments. The CITY shall coordinate review of the 90% submittal package within relevant City departments and any other project

stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 504. Final Construction Contract Documents – West Project Area**

DESIGN PROFESSIONAL shall address review comments received from the CITY related to the 90% design completion submittal and provide a check set for City review. The final Construction Contract Documents shall be delivered **as two (2) bid packages for the West Project Area**. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DESIGN PROFESSIONAL will provide signed and sealed original documents to the CITY.

**Utility Coordination** - All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Contract Documents.

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

Opinion of Probable Costs- DESIGN PROFESSIONAL shall update the 90% cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Upon CITY acceptance of the final construction contract documents, the DESIGN PROFESSIONAL will submit the following final deliverables for the West Project area.

- A. Contract Drawings: PDF set of Contract Drawings (D Size-ANSI) and PDF files of individual drawing sheets. One full size hard copy of cover sheet sealed and signed.
- B. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B.
- C. Project Manual: 1 PDF copy; 8-1/2" x 11" size of complete Project Manual. Also provide PDF copies of individual Project Manual Divisions. Provide one hard copy of signed and sealed certification pages. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DESIGN PROFESSIONAL.
- D. Final Opinion of Probable Construction Cost- 1 PDF copy.

**Task 505 Pre-Bid Conference**

In coordination with City PM, DESIGN PROFESSIONAL shall prepare and present at pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues and issue addenda. Project advertisement will have a minimum duration of 30 days. DESIGN PROFESSIONAL to prepare agenda and facilitate the meeting with assistance from the CITY.

**Task 506 Submit Engineer's Opinion of Probable Construction Cost**

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

**Task 507 Bid Assistance and Evaluation**

Assist the CITY with interpretation of the Contract Documents and develop addenda (up to three) as required during the bid advertisement period to clarify the Contract Documents. CITY will post the addenda.

Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation shall include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references for evaluation.

Make written recommendation regarding the award of construction contract.

**Task 508 Conforming Documents**

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

## TASK 600 – PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES - SOUTH CENTRAL PROJECT AREA

This task includes preliminary and final design and bid phase services for the **South Central Project Area**, shown in Figure 4. These improvements shall include:

- Approximately 15,000 linear feet of new stormwater collection sewer system
- Design of channel stabilization through Forest Hills Cemetery

Additionally, this task includes conceptual study and analysis of the following locations in the **South Central Project Area**:

- Green infrastructure improvements in the Paseo Right-of-Way: in the general area bounded by E Meyer Boulevard to the north and east, Paseo Boulevard to the west, and E 66<sup>th</sup> Street to the south.
- Green infrastructure improvements in the Forest Hills Cemetery area.
- Localized and limited flood mitigation in the vicinity of East 66<sup>th</sup> Street and East 67<sup>th</sup> Street

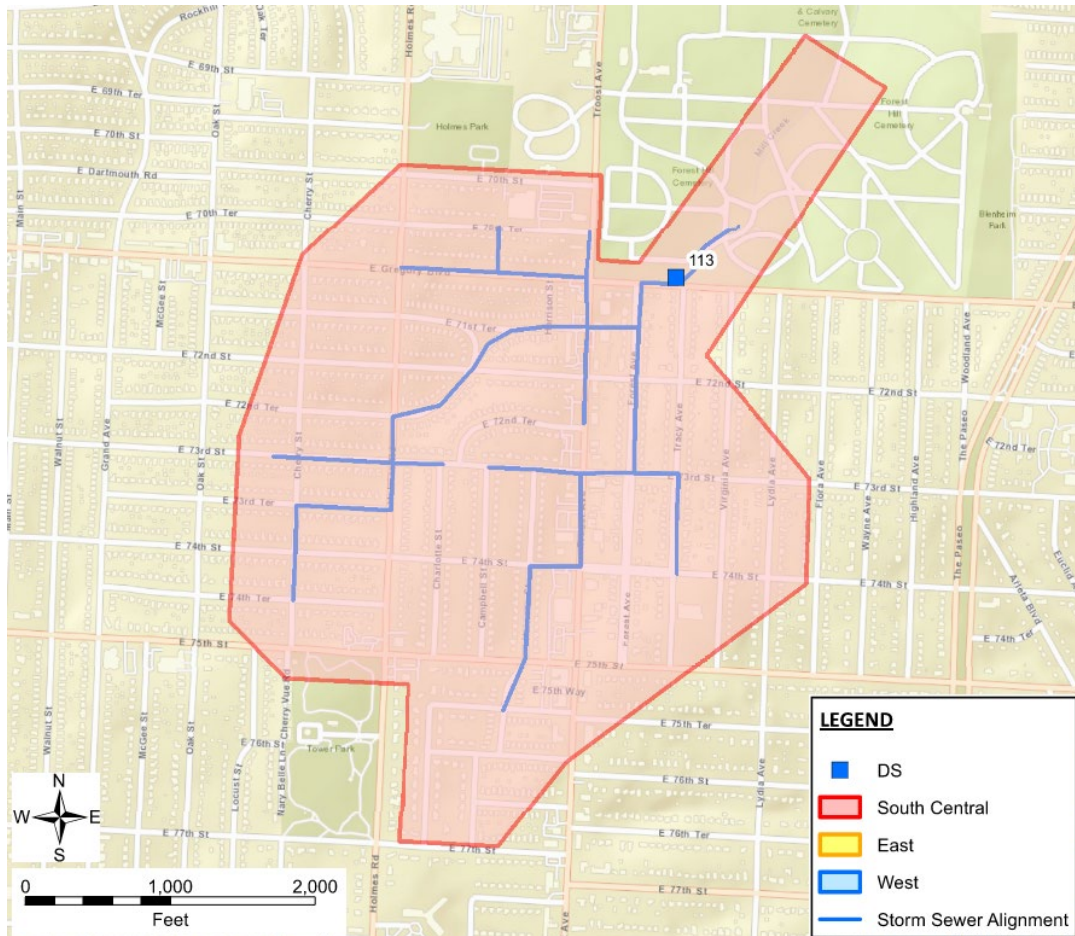


Figure 4. South Central Project Area

## Task 601. Prepare 30% Design Documents – South Central Project Area

The DESIGN PROFESSIONAL shall prepare preliminary (30 percent complete) and submit a 30% Design Document package to the CITY. This package shall focus on proposed improvements in the **South Central** project area as shown in Figure 4, and shall include the plans, list of specifications, and an addendum to the Basis of Design Memorandum.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall utilize the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments of proposed improvements. The DESIGN PROFESSIONAL shall size storm sewers to provide a similar or slightly better level of service that is approximately equivalent to the baseline level of service provided by the existing combined sewer system within the project area. DESIGN PROFESSIONAL shall model existing conditions and proposed conditions to demonstrate that the proposed stormwater improvements will either maintain or reduce flood elevations for the 2-yr, 5-yr, & 10-year 6-hour design events. The 2D stormwater system model and model results for simulated design events shall be provided with the 60%, 90%, and 100% design plans

All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090.

**B. Landscape Architecture**

The Consultant will provide landscape architecture design services for proposed green infrastructure and community improvement areas as outlined:

- Provide materials for the Public Engagement meetings (Task 200) to inform potential green infrastructure solutions, potential future park amenities, neighborhood context sensitive solutions, economic development opportunities, and coordinate with adjacent development project teams and community organizations. This support shall include written content and graphics for community surveys, questionnaires and discussion topics related to project refinements, to include park and community enhancement features, amenities, and landscape-oriented solutions.
- Collaborate with the design team to anticipate future park-related betterments to be integrated with green infrastructure design solutions with Daniel Morgan Boone Park.
- Assist in the development of preliminary and final improvement plans for green infrastructure and other site improvements necessary to allow for future community improvements and potential future park amenities based on input from other City departments and stakeholders. A summary narrative will also be developed which will describe how the concept reflects and integrates stakeholder and community preferences from the project's on-going engagement efforts.

Design of green infrastructure will include soils recommendations, landscape planting recommendations for green infrastructure to include a final plant palette, and site grading and cross-sections.

- C. **Specifications** - DESIGN PROFESSIONAL shall develop a list of specifications. Green stormwater infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.

- D. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 30% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form.
- E. **30% Opinion of Probable Construction Cost** - DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the improvements defined. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- F. **30% Design Document Submittal** - DESIGN PROFESSIONAL shall submit a digital copy of 30% complete drawings for the West Project Area, a list of specifications, 30% Opinion of Probable Cost, and Basis of Design Memorandum to the CITY for review. A current utility coordination log shall also be provided. Drawing development will be to an approximate 30% design completion stage. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. The drawing submittal shall include the following, at a minimum:
1. Cover Sheet meeting KC Water standards
  2. Sheet Layout Map sheet
  3. Survey Horizontal and Vertical Control Sheet
  4. Demolition Sheets
  5. Plan and Profile Sheets
  6. Preliminary Design Sheets for Green Infrastructure, community park spaces, open spaces, and landscape design
  7. Plan view layouts of key structures
- DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings should be updated at 30%, 60%, 90%, and 100% completion to reflect current design.
- G. **30% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 30% Design Document submittal and receive their review comments. The CITY shall coordinate review of the 30% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 602. Prepare 60% Design Documents – South Central Project Area**

DESIGN PROFESSIONAL shall develop 60% design documents for review, permitting and utility coordination. The submittal shall include plans, specifications, opinion of probable cost for the **South Central Project Area**, and an update to the Basis of Design Memorandum for the overall project.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance

with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions.

- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 60% plans for landscape restoration Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **60% Specifications** - DESIGN PROFESSIONAL shall use the CITY's standard technical specifications for the Project and develop supplemental technical specifications as required by the project. Assume up to five (5) supplemental technical specifications total. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.
- D. **Easements** DESIGN PROFESSIONAL shall refine the easements and acquisitions identified in the Base Scope efforts. DESIGN PROFESSIONAL shall obtain up to ten (10) O&E's and provide exhibits and associated legal descriptions to define the required temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties. Additional O&E's and exhibits and legal descriptions above ten (10) will require Optional Services.
- E. **Constructability Meeting & Site Visit** - The DESIGN PROFESSIONAL shall conduct up to two (2) one-half (1/2) day constructability review meetings and site visits with Contractors familiar with working in Kansas City, MO area and who typically construct sewer interceptors. The City and DESIGN PROFESSIONAL will identify and agree on two (2) Contractors who will be invited to participate in a review meeting and workshop. The goal of the meeting will be to review the recommended alignment and identify potential risks, review construction methods and discuss cost saving alternatives. It is anticipated that each constructability meeting and site visit will include the City's engineering and operation and maintenance staff, representatives from one contractor and up to three (3) staff from the Consultant. Consultant will develop and distribute meeting minutes to document contractor discussions and concerns identified during the constructability review meeting and field visit.
- F. **Permitting** - DESIGN PROFESSIONAL shall update a list of permits and clearances for the project along with a proposed schedule for submission of applications. The DESIGN PROFESSIONAL shall meet with the CITY to review the list of permits prior to incorporation in the Basis of Design Memorandum.
- G. **60% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 60% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- H. **Utility Coordination** - DESIGN PROFESSIONAL shall provide 60% complete drawings to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. 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. DESIGN

PROFESSIONAL shall conduct a utility coordination meeting to review the 60% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting.

- I. **60% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:
  - One PDF set of 60% plans
  - One PDF set of 60% technical specifications developed by the DESIGN PROFESSIONAL
  - One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
  - One PDF copy of the 60% Basis of Design Memorandum
  - One PDF copy of draft permit applications
  - One PDF copy of the 60% Opinion of Probable Construction Cost
  - Current Utility Coordination Log
  - Excel file with City comments on 30% submittal documents with DESIGN PROFESSIONAL responses.
- J. **60% Review Workshop** - DESIGN PROFESSIONAL shall conduct a meeting with CITY and SSP staff to review the 60% Design Document submittal and receive their review comments. DESIGN PROFESSIONAL shall coordinate with City Project Manager to identify attendees. Intent will be to review the plans for completeness, constructability, extent of surface feature removals and replacements, tree removals and replacements, discuss extent of utility relocations/replacements and utility phasing, identification of potential private property conflicts, and identification of other issues that may impact construction. The DESIGN PROFESSIONAL shall document and distribute meeting notes.

The CITY shall coordinate review of the 60% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

#### **Task 603. Prepare 90% Design Documents – South Central Project Area**

DESIGN PROFESSIONAL shall develop 90% design documents for review, permitting and utility coordination. This **South Central Project Area** package shall include the plans, specifications, opinion of probable cost, and an update to the Basis of Design Memorandum.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions



- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 90% plans for landscape improvements. Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **Constructability Review.** Conduct constructability review with DESIGN PROFESSIONAL's construction staff to review construction issues, constructability, risk management, and community disruption impacts. Incorporate design refinements into 90% design documents.
- D. **90% Specifications** - The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN PROFESSIONAL. Supplemental technical specifications, including Section 01015- Specific Project Requirements shall be submitted. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual. The CITY will be responsible for the preparation of all other CITY's standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review prior to the 90% submittal. DESIGN PROFESSIONAL shall provide review comments for the CITY's incorporation as appropriate into its front-end documents and technical specifications.
- E. **Easements** - DESIGN PROFESSIONAL shall identify necessary easements and acquisitions for construction. DESIGN PROFESSIONAL shall prepare documents for temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties.
- F. **Permitting** - DESIGN PROFESSIONAL shall provide final permits for CITY to advance.
- G. **90% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 90% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- H. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 90% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. Public Notice #4 should be sent out with a copy of the 90% set of plans to all utilities that have conflicts and to those that have not responded. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 90% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Drawings.
- I. **90% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:
- One PDF set of 90% plans
  - One PDF set of 90% technical specifications developed by the DESIGN PROFESSIONAL
  - One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications,
  - One PDF copy of final permit applications

- One PDF copy of the 90% Opinion of Probable Construction Cost
  - One PDF copy of the 90% Basis of Design Memorandum
  - Current Utility Coordination Log
  - Excel file with City comments on 60% submittal documents with DESIGN PROFESSIONAL responses.
- J. **90% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 90% Design Document Submittal and receive their review comments. The CITY shall coordinate review of the 90% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 604. Final Construction Contract Documents – South Central Project Area**

DESIGN PROFESSIONAL shall address review comments received from the CITY related to the 90% design completion submittal and shall incorporate them into the final Construction Contract Documents, delivered **as one (1) bid package for the South Central Project Area**. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DESIGN PROFESSIONAL will provide signed and sealed original documents to the CITY.

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

**Utility Coordination** - All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Contract Documents.

Opinion of Probable Costs: DESIGN PROFESSIONAL shall update the 90% cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 90% design submittal. Upon CITY acceptance of the final construction contract documents, the DESIGN PROFESSIONAL will submit the following final deliverables for the **South Central Project Area**.

1. Contract Drawings: PDF set of Contract Drawings (D Size-ANSI) and PDF files of individual drawing sheets. One full size hard copy of cover sheet sealed and signed.
2. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B.
3. Project Manual: 1 PDF copy; 8-1/2" x 11" size of complete Project Manual. Also provide PDF copies of individual Project Manual Divisions. Provide one hard copy of signed and sealed certification pages. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DESIGN PROFESSIONAL.
4. Final Opinion of Probable Construction Cost- 1 PDF copy.

**Task 605 Pre-Bid Conference**

In coordination with City PM, DESIGN PROFESSIONAL shall prepare and present at pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues and issue addenda. Project advertisement will have a minimum duration of 30 days. DESIGN PROFESSIONAL to prepare agenda and

facilitate the meeting with assistance from the CITY.

**Task 606 Submit Engineer's Opinion of Probable Construction Cost**

DESIGN PROFESSIONAL shall update the Final Opinion of Probable Construction Cost submitted in **Task 604** to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

**Task 607 Bid Assistance and Evaluation**

DESIGN PROFESSIONAL shall:

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

**Task 608 Conforming Documents**

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



### **Task 701. Prepare 30% Design Documents – East Project Area**

The DESIGN PROFESSIONAL shall prepare preliminary (30 percent complete) and submit a 30% Design Document package to the CITY. This package shall focus on proposed improvements in the **East Project Area** as shown in Figure 4, and shall include the plans, list of specifications, and an addendum to the Basis of Design Memorandum

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall utilize the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments of proposed improvements. The DESIGN PROFESSIONAL shall size storm sewers to provide a similar or slightly better level of service that is approximately equivalent to the baseline level of service provided by the existing combined sewer system within the project area. DESIGN PROFESSIONAL shall model existing conditions and proposed conditions to demonstrate that the proposed stormwater improvements will either maintain or reduce flood elevations for the 2-yr, 5-yr, & 10-year 6-hour design events. The 2D stormwater system model and model results for simulated design events shall be provided with the 60%, 90%, and 100% design plans

All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090.

### **B. Landscape Architecture**

The Consultant will provide landscape architecture design services for proposed green infrastructure and community improvement areas as outlined:

- Provide materials for the Public Engagement meetings (Task 200) to inform potential green infrastructure solutions, potential future park amenities, neighborhood context sensitive solutions, economic development opportunities, and coordinate with adjacent development project teams and community organizations. This support shall include written content and graphics for community surveys, questionnaires and discussion topics related to project refinements, to include park and community enhancement features, amenities, and landscape-oriented solutions.
- Collaborate with the design team to anticipate future park-related betterments to be integrated with green infrastructure design solutions with Daniel Morgan Boone Park.
- Assist in the development of preliminary and final improvement plans for green infrastructure and other site improvements necessary to allow for future community improvements and potential future park amenities based on input from other City departments and stakeholders. A summary narrative will also be developed which will describe how the concept reflects and integrates stakeholder and community preferences from the project's on-going engagement efforts.

Design of green infrastructure will include soils recommendations, landscape planting recommendations for green infrastructure to include a final plant palette, and site grading and cross-sections.

- C. **Specifications** - DESIGN PROFESSIONAL shall develop a list of specifications. Green stormwater infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.

- D. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 30% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form.
- E. **30% Opinion of Probable Construction Cost** - DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the improvements defined. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- F. **30% Design Document Submittal** - DESIGN PROFESSIONAL shall submit a digital copy of 30% complete drawings for the West Project Area, a list of specifications, 30% Opinion of Probable Cost, and Basis of Design Memorandum to the CITY for review. A current utility coordination log shall also be provided. Drawing development will be to an approximate 30% design completion stage. The format used for the drawings will be required to comply with CITY's Electronic Format requirements and its own design procedures, drafting standards, and design criteria. The drawing submittal shall include the following, at a minimum:
1. Cover Sheet meeting KC Water standards
  2. Sheet Layout Map sheet
  3. Survey Horizontal and Vertical Control Sheet
  4. Demolition Sheets
  5. Plan and Profile Sheets
  6. Preliminary Design Sheets for Green Infrastructure, community park spaces, open spaces, and landscape design
  7. Plan view layouts of key structures
- DP will prepare renderings (including, at minimum, one plan view and two perspective views) of the green infrastructure per the guidance in the Green Stormwater Infrastructure Manual. The renderings should be updated at 30%, 60%, 90%, and 100% completion to reflect current design.
- G. **30% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 30% Design Document submittal and receive their review comments. The CITY shall coordinate review of the 30% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 702. Prepare 60% Design Documents. – East Project Area**

DESIGN PROFESSIONAL shall develop 60% design documents for review, permitting and utility coordination. The submittal shall include plans, specifications, opinion of probable cost for the **East Project Area**, and an update to the Basis of Design Memorandum for the overall project.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions.
- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 60% plans for landscape restoration. Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **60% Specifications** - DESIGN PROFESSIONAL shall use the CITY's standard technical specifications for the Project and develop supplemental technical specifications as required by the project. Assume up to five (5) supplemental technical specifications total. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual.
- D. **Easements** DESIGN PROFESSIONAL shall refine the easements and acquisitions identified in the Base Scope efforts. DESIGN PROFESSIONAL shall obtain up to thirty (30) O&E's and provide exhibits and associated legal descriptions to define the required temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties. Additional O&E's and exhibits and legal descriptions above thirty (30) will require Optional Services.
- E. **Constructability Meeting & Site Visit** - The DESIGN PROFESSIONAL shall conduct up to two (2) one-half (1/2) day constructability review meetings and site visits with Contractors familiar with working in Kansas City, MO area and who typically construct sewer interceptors. The City and DESIGN PROFESSIONAL will identify and agree on two (2) Contractors who will be invited to participate in a review meeting and workshop. The goal of the meeting will be to review the recommended alignment and identify potential risks, review construction methods and discuss cost saving alternatives. It is anticipated that each constructability meeting and site visit will include the City's engineering and operation and maintenance staff, representatives from one contractor and up to three (3) staff from the Consultant. Consultant will develop and distribute meeting minutes to document contractor discussions and concerns identified during the constructability review meeting and field visit.
- F. **Permitting** - DESIGN PROFESSIONAL shall update a list of permits and clearances for the project along with a proposed schedule for submission of applications. The DESIGN PROFESSIONAL shall meet with the CITY to review the list of permits prior to incorporation in the Basis of Design Memorandum.
- G. **60% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 60% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.

- H. **Utility Coordination** - DESIGN PROFESSIONAL shall provide 60% complete drawings to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. 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. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 60% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting.
- I. **60% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:
- One PDF set of 60% plans
  - One PDF set of 60% technical specifications developed by the DESIGN PROFESSIONAL
  - One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications
  - One PDF copy of the 60% Basis of Design Memorandum
  - One PDF copy of draft permit applications
  - One PDF copy of the 60% Opinion of Probable Construction Cost
  - Current Utility Coordination Log
  - Excel file with City comments on 30% submittal documents with DESIGN PROFESSIONAL responses.
- J. **60% Review Workshop** - DESIGN PROFESSIONAL shall conduct a meeting with CITY and SSP staff to review the 60% Design Document submittal and receive their review comments. DESIGN PROFESSIONAL shall coordinate with City Project Manager to identify attendees. Intent will be to review the plans for completeness, constructability, extent of surface feature removals and replacements, tree removals and replacements, discuss extent of utility relocations/replacements and utility phasing, identification of potential private property conflicts, and identification of other issues that may impact construction. The DESIGN PROFESSIONAL shall document and distribute meeting notes.

The CITY shall coordinate review of the 60% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 703. Prepare 90% Design Documents. – East Project Area**

DESIGN PROFESSIONAL shall develop 90% design documents for review, permitting and utility coordination. This **East Project Area** package shall include the plans, specifications, opinion of probable cost, and an update to the Basis of Design Memorandum.

- A. **Hydraulic Analyses** - The DESIGN PROFESSIONAL shall update the 2D storm system model developed as part of the Base Scope for this project, created in InfoWorks ICM platform to conduct necessary hydraulic assessments, to refine the design of proposed improvements. All modifications to simulate implementation of primary and/or alternative overflow reduction controls shall be in accordance with the SSP H&H Modeling Protocol dated March 2022. The combined sewer model developed as part of the Base Scope shall be used to determine overflow reductions at Outfalls 085, 086, 089, and 090. The 2D storm system model shall be updated and compared to existing conditions for the 2-, 5-



, and 10-year design event as defined in Task 501A above. The flood elevations compared to existing conditions shall be less than or equal to existing conditions

- B. **Landscape Architecture** - The DESIGN PROFESSIONAL shall develop 90% plans for landscape improvements. Plans shall include green infrastructure, community park spaces, open spaces, and landscape design.
- C. **Constructability Review.** Conduct constructability review with DESIGN PROFESSIONAL's construction staff to review construction issues, constructability, risk management, and community disruption impacts. Incorporate design refinements into 90% design documents.
- D. **90% Specifications** - The CITY's standard technical specifications will be used for the Project and supplemented with technical specifications developed by the DESIGN PROFESSIONAL. Supplemental technical specifications, including Section 01015- Specific Project Requirements shall be submitted. Green Stormwater Infrastructure specifications shall be from the City of Kansas City, Missouri Green Stormwater Infrastructure Manual. The CITY will be responsible for the preparation of all other CITY's standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front-end documents to the DESIGN PROFESSIONAL for review prior to the 90% submittal. DESIGN PROFESSIONAL shall provide review comments for the CITY's incorporation as appropriate into its front-end documents and technical specifications.
- E. **Easements** - DESIGN PROFESSIONAL shall identify necessary easements and acquisitions for construction. DESIGN PROFESSIONAL shall prepare documents for temporary and permanent easements and property acquisition. CITY will provide title information for use by DESIGN PROFESSIONAL. CITY will negotiate the acquisition of the easements and properties.
- F. **Permitting** - DESIGN PROFESSIONAL shall provide final permits for CITY to advance.
- G. **90% Opinion of Probable Cost** - DESIGN PROFESSIONAL will prepare a 90% Opinion of Probable Construction Cost for the improvements. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97.
- H. **Utility Coordination** - DESIGN PROFESSIONAL shall develop 90% complete drawings and provide to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard City's utility notification form. Public Notice #4 should be sent out with a copy of the 90% set of plans to all utilities that have conflicts and to those that have not responded. DESIGN PROFESSIONAL shall conduct a utility coordination meeting to review the 90% complete drawings. DESIGN PROFESSIONAL shall be responsible for the meeting location, inviting utilities and CITY, documenting, and distributing meeting minutes. A schedule of relocation work will be requested from the utilities following this meeting. All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Drawings.
- I. **90% Design Document Submittal** - DESIGN PROFESSIONAL shall submit the following for CITY review:
  - One PDF set of 90% plans
  - One PDF set of 90% technical specifications developed by the DESIGN PROFESSIONAL

- One PDF copy of DESIGN PROFESSIONAL's review comments pertaining to the CITY's front-end contract documents and standard technical specifications,
  - One PDF copy of final permit applications
  - One PDF copy of the 90% Opinion of Probable Construction Cost
  - One PDF copy of the 90% Basis of Design Memorandum
  - Current Utility Coordination Log
  - Excel file with City comments on 60% submittal documents with DESIGN PROFESSIONAL responses.
- J. **90% Review Workshop** - DESIGN PROFESSIONAL shall meet with CITY and SSP staff to review the 90% Design Document Submittal and receive their review comments. The CITY shall coordinate review of the 90% submittal package within relevant City departments and any other project stakeholders within the review timeframe previously defined within Section II.B of this scope of work.

**Task 704. Final Construction Contract Documents – East Project Area**

DESIGN PROFESSIONAL shall address review comments received from the CITY related to the 90% design completion submittal and shall incorporate them into the final Construction Contract Documents, delivered **as one (1) bid package for the East Project Area**. CITY will provide final front end documents for incorporation into the Construction Contract Documents. DESIGN PROFESSIONAL will provide signed and sealed original documents to the CITY.

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

**Utility Coordination** - All contact with the utilities, including any drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the Final Construction Contract Documents.

Opinion of Probable Costs: DESIGN PROFESSIONAL shall update the 90% cost opinion based on the Final Construction Contract Documents and any comments received from the CITY on the 90% design submittal. Upon CITY acceptance of the final construction contract documents, the DESIGN PROFESSIONAL will submit the following final deliverables for the **East Project Area**.

1. Contract Drawings: PDF set of Contract Drawings (D Size-ANSI) and PDF files of individual drawing sheets. One full size hard copy of cover sheet sealed and signed.
2. Electronic Contract Drawings: 1 copy; all copies per CITY's Electronic Format per Attachment B.
3. Project Manual: 1 PDF copy; 8-1/2" x 11" size of complete Project Manual. Also provide PDF copies of individual Project Manual Divisions. Provide one hard copy of signed and sealed certification pages. Submittal shall include front end documents provided by CITY, CITY's standard specifications, and all technical specifications developed by the DESIGN PROFESSIONAL.
4. Final Opinion of Probable Construction Cost- 1 PDF copy.

**Task 705 Pre-Bid Conference – East Project Area**

In coordination with City PM, DESIGN PROFESSIONAL shall prepare and present at pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues and issue addenda. Project advertisement will have a minimum duration of 30 days. DESIGN PROFESSIONAL to prepare agenda and facilitate the meeting with assistance from the CITY.

**Task 706 Submit Engineer's Opinion of Probable Construction Cost – East Project Area**

DESIGN PROFESSIONAL shall update the Final Opinion of Probable Construction Cost submitted in **Task 704** to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

**Task 707 Bid Assistance and Evaluation – East Project Area**

DESIGN PROFESSIONAL shall:

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

**Task 708 Conforming Documents – East Project Area**

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

**TASK 800 – Water Main Replacement (WMR) within Project Area**

DESIGN PROFESSIONAL shall design replacement for certain break-prone or obsolete water mains and appurtenances and provide related distribution system improvements. The water mains to be replaced are those from the table below which are scheduled for replacement and located within the project area, outlined in Figure 1.

**WMR Replacement Within East and West Project Areas**

<b>Location</b>	<b>WM Age</b>	<b>WM Type</b>	<b>WM Length</b>	<b>Replace WM?</b>	<b>Comments</b>
56 <sup>th</sup> St – Euclid to Brooklyn	NA	NA	NA	NA	
56 <sup>th</sup> St – Park to Wabash	NA	NA	NA	NA	
Brooklyn – 56 <sup>th</sup> St to 57 <sup>th</sup> St	1918	CIP	660	Yes	Upsize all 6" WM to 8"
Wabash – 56 <sup>th</sup> St to 60 <sup>th</sup> St	1926	CIP	2610	Yes	Upsize all 6" WM to 8"
60 <sup>th</sup> St – Olive to Wabash	1927	Steel	280	Yes	Upsize all 1" WM to 6"
57 <sup>th</sup> St – Garfield to Brooklyn	1921	Steel	340	Yes	Upsize all 1" WM to 6"
57 <sup>th</sup> St – Olive to Wabash	NA	NA	NA	NA	
58 <sup>th</sup> St – Highland to Park	1911	CIP	2000	Yes	Upsize all 6" WM to 8"
59 <sup>th</sup> St – Wayne to Wabash	1923	CIP	NA	See note	Already designed as part of 80002046; Include with construction
Park – 57 <sup>th</sup> St to 59 <sup>th</sup> St	1924	CIP	1380	Yes	Upsize all 6" WM to 8"
Prospect – 60 <sup>th</sup> St to Meyer	2025	CIP	NA	No	Under Construction
61 <sup>st</sup> St – Prospect to HWY 71	NA	NA	NA	NA	
62 <sup>nd</sup> St – Wabash to Prospect	NA	NA	NA	NA	
63 <sup>rd</sup> St – Cherry to Woodland	1910	CIP	4800	Yes	Replace 8" and 12" with single 16" from Troost to Woodland
Cherry – 63 <sup>rd</sup> Ter to 65 <sup>th</sup> St	1926	CIP	120	Yes	Upsize all 6" WM to 8"
63 <sup>rd</sup> Ter – Oak to Cherry	1926	CIP	660	Yes	Upsize all 6" WM to 8"
Oak – 63 <sup>rd</sup> Ter to 65 <sup>th</sup> St	1923	CIP	1310	Yes	Upsize all 6" WM to 8"
Morningside Dr – 63 <sup>rd</sup> St to 65 <sup>th</sup> St	1924	CIP	1380	Yes	Upsize all 6" WM to 8"
Morningside Dr – 63 <sup>rd</sup> St to 65 <sup>th</sup> St – 36"	1946	PCCP	1380	No	
Meyer Blvd – Morningside Dr to Oak	NA	NA	NA	NA	Upsize all 6" WM to 8"
64 <sup>th</sup> Ter – Oak to Cherry	1931	CIP	710	Yes	Upsize all 6" WM to 8"
65 <sup>th</sup> St – Morningside Dr to Oak	1923	CIP	660	Yes	Upsize all 6" WM to 8"
65 <sup>th</sup> St – Morningside Dr to Oak – 36"	1946	PCCP	660	No	
Kenwood – 60 <sup>th</sup> St to 61 <sup>st</sup> St	1926	CIP	630	Yes	Upsize all 6" WM to 8"
Holmes – 60 <sup>th</sup> St to 63 <sup>rd</sup> St	1912	CIP	1880	Yes	Upsize all 6" WM to 8"
Charlotte – 60 <sup>th</sup> St to 62 <sup>nd</sup> St	1913	CIP	1500	Yes	Upsize all 6" WM to 8"
Rockhill Rd – 59 <sup>th</sup> St to 63 <sup>rd</sup> St	1919	CIP	2430	Yes	Upsize all 6" WM to 8"

<b>Location</b>	<b>WM Age</b>	<b>WM Type</b>	<b>WM Length</b>	<b>Replace WM?</b>	<b>Comments</b>
60 <sup>th</sup> St – Rockhill Rd to Troost	1908	CIP	645	Yes	Upsize all 6" WM to 8"
61 <sup>st</sup> St – Kenwood to Holmes	1923	CIP	330	Yes	Upsize all 6" WM to 8"
62 <sup>st</sup> St – Kenwood to Rockhill Rd	1928	CIP	1000	Yes	Upsize all 6" WM to 8"

#### **WMR Replacement Within South Central Project Area**

<b>Location</b>	<b>WM Age</b>	<b>WM Type</b>	<b>WM Length</b>	<b>Replace WM?</b>	<b>Comments</b>
Gregory Blvd - Cherry St to Forrest Ave	1928	CIP	1650	Yes	
Gregory Blvd - Forrest Ave to Tracy Ave	1944	CIP		See note	Included in design project 80002341; DP to Coordinate projects.
71 <sup>st</sup> Ter - Charlotte St to Troost Ave	1928	CIP	620	Yes	Upsize all 6" WM to 8".
72 <sup>nd</sup> St - Charlotte St to Tracy Ave	1930	CIP		See note	Included in design project 80002341 DP to Coordinate Projects
73 <sup>rd</sup> St - Troost Ave to Forrest Ave	1925	CIP		See note	Included in design project 80002341; DP to Coordinate Projects
73 <sup>rd</sup> St - Forrest Ave to Tracy Ave	1925	CIP		Yes	Upsize all 6" WM to 8", Coordinate tie-in with project 80002341
Charlotte St - Holmes Rd to 71 <sup>st</sup> Ter	1928	CIP	1160	Yes	Upsize all 6" WM to 8"
Troost Ave - 70 <sup>th</sup> St to Gregory Blvd	1917	CIP		See note	Included in design project 80002474; DP to Coordinate Projects
Troost Ave - 70 <sup>th</sup> St to Gregory Blvd	1943	CIP		See note	Included in design project 80002474; DP to Coordinate Projects
Troost Ave - Gregory Blvd to 73 <sup>rd</sup> St	1914	CIP		See note	Included in design project 80002341; DP to Coordinate Projects
Troost Ave - Gregory Blvd to 73 <sup>rd</sup> St	1943	CIP		See note	Included in design project 80002341; DP to Coordinate Projects
Troost Ave - 73 <sup>rd</sup> St to 74 <sup>th</sup> St	1914	CIP	700	Yes	
Troost Ave - 73 <sup>rd</sup> St to 74 <sup>th</sup> St	1943	CIP	700	Yes	DP to Coordinate tie-in with project 80002341 design
Forest Ave - Gregory Blvd to 73 <sup>rd</sup> St	1921, 1954	CIP	1320	Yes	Upsize all 6" WM to 8"
Tracy Ave - 73 <sup>rd</sup> St to 74 <sup>th</sup> St	1922	CIP	700	Yes	Upsize all 6" WM to 8"

The specific design guidance for this 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 KC Water's *Rules and Regulations for Water Main Extensions and Relocations, CAD Design Standards and Specifications*, and Standard Technical Specifications for WSD Contracts which are incorporated herein by reference (available on City's web page at <https://www.kcwater.us/projects/rulesandregulations/>).

#### **TASK SERIES 810 – WMR PROJECT ADMINISTRATION**

**Project Administration Services are included in Task 100**

#### **TASK SERIES 820 – WMR PRELIMINARY DESIGN**

**Conduct Field and Record Investigations and Pipeline Route Surveys.** Design Survey is included in Task 400.

##### **Preliminary Layout Drawing Review.**

- a. Generate base plan sheets with of existing utilities and surface features in the right-of- way, including proposed new water main alignments in 20:1 scale on 22" X 34" 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. Each plan sheet shall include a minimum of 2 representative site photographs recently obtained during the site walkthrough that indicate the alignment of the proposed replacement water main.
- 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 City's Project Manager (PM). Resubmit the revised plans (30 percent design) with revised alignments to PM for review and

comments; CITY will approve alignments or notify the Consultant of any changes within 2 weeks from the date of resubmittal.

- 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 WSD offices, if necessary, with some or all of the affected utilities. Also, a coordination meeting with the property owner or representative for commercial and large water services is required. A copy of the 30 percent design set of plans including the approved alignment should be sent to each utility prior to this meeting. This is the 2<sup>nd</sup> 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.

#### **Prepare Preliminary Construction Drawings.**

- a. Design Professional shall prepare preliminary (60 percent complete) CAD 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, and the KCWSD CAD Design Standards and Specifications, which are incorporated herein by reference (available on City's web page at <https://www.kcwater.us/projects/rulesandregulations/>). The type and composition of materials and methods detailed on the drawings shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and the Standard Technical Specifications for WSD Contracts.
- b. The preliminary (60 Percent Design) drawings shall include the following:
  - Plans should generally reflect the proposed horizontal alignment approved following the 30 percent design submittal and review process. At 60 percent design, some horizontal adjustments are allowed when new information from utility coordination, such as conflicts with underground utilities are identified. Plan views shall include location of existing above ground utilities and facilities, as well as dimensioning to indicate location of the proposed waterline in relation to right-of-way boundaries, above ground and below ground structures, and other utilities. Any deviation from recommended spacing requirements to these elements should be indicated on the plans. Proposed and existing fire hydrant locations should be indicated to ensure adequate spacing. For alignments where the replacement pipe diameter is larger than 16-inch, the pipe diameter (e.g., show true pipe width) and thrust/straddle blocks should be drawn to scale.
  - A pipeline profile shall be developed to illustrate the slope of pipeline segments and identify elevations at key points such as grade changes and sewer line crossings. Indicate Profile grid lines at every two feet of elevation and show top-of-pipe elevations and proposed grades at every 50 feet.

- Ground surface profile shall include above ground and buried utilities, crossing locations, proposed valves, vertical and horizontal bends, proposed service line tap locations, branch line connections and temporary and permanent connection details. 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.
  - 60 percent design submittal requirements indicated, herein, represent a minimum standard for drawing format and detail. If the submittal does not meet this minimum standard or does not respond to prior WSD comments, they will be considered inadequate and will be returned to the design professional for revision. Revisions to an inadequate submittal shall be made at no additional cost to the CITY.
- 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/](http://www.kcwater.us/projects/rulesandregulations/).



- d. The 60 percent design drawings shall be quality checked by the design consultant with the name and signature of the individual that performed the quality check on 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 percent design drawings. Water Services may require a copy of the QA/QC review to be submitted with the 60 percent design drawings.

**Submit 60 percent Drawings.** Design Professional shall submit 60 percent design drawings to the Water Services Department for review. This design submittal shall be an electronic digital copy in .pdf format. The drawings shall be uploaded to e-Builder utilizing the “Design Submission” workflow form. In addition too but not in replacement of, other forms of electronic submittal (e.g., Blue Beam Studio) may be accepted with prior approval from the PM.

- a. Design Professional shall submit one hard copy of the 60 percent design drawings to Water Services Department and upload a digital copy to e-Builder for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, pages 15-17, 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. The PDF of WMR plans with comments should be uploaded to respective e-Builder folder by DP.
- b. Design Professional shall submit copies of the 60 percent design drawings 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. Thrust Restraint Calculations – For water main segments with a pipe diameter greater than 16-inches, the Design Professional shall include, as a separate submittal from the design drawings, all thrust restraint calculations. For segments with a pipe diameter 16-inches or less, thrust restraint calculations shall be submitted only when design of the restraint system deviates from the size and type of thrust restraint specified within WSD technical specifications. Thrust restraint calculations shall be provided as a separate submittal along with the 60 percent design drawings.
- d. Utility Coordination – Public Notice #3 should be sent out with a copy of the 60 percent design plans to all utilities that have conflicts and to those that have not responded. Design Professional shall schedule a meeting (in-person or virtual) with affected utilities to discuss impacts on the design and construction of the proposed replacement water main. All contact with the utilities, including any meeting minutes, drawings, correspondence, maps, log, and other data received should be documented and submitted to WSD with the 100 percent Construction Drawings.
- e. Design Professional shall prepare a comment log for all WSD comments received and track the resolution of each comment.

**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. This cost estimate shall be a Class 3 cost estimate per the Association for the Advancement of Cost Engineering International Recommendation Practice No. 18R-97. Preliminary opinion of probable construction cost will include unit cost prices. Additionally, a break-down of work by trade (e.g., concrete, asphalt, hauling, etc.) that could be subcontracted to MBE or WBE firms in accordance with CREO KC requirements will be required.

#### **TASK 830 – WATER MAIN REPLACEMENT FINAL DESIGN**

**Prepare 90 Percent Construction Drawings.** Design Professional shall prepare preliminary (90 percent complete) CAD construction plans 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, and the KCWSD CAD Design Standards and Specifications, which are incorporated herein by reference (available on City's web page at <https://www.kcwater.us/projects/rulesandregulations/>). The type and composition of materials and methods detailed on the plans shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and the Standard Technical Specifications for WSD Contracts. The updated plans shall incorporate CITY's review comments from prior submissions. In addition, and if necessary, plans shall include sheets for traffic control, erosion & sediment control and/or pavement restoration.

**Prepare Specifications.** Design Professional shall update and finalize Specification Section 01015 – Specific Project Requirements. CITY project manager will provide DESIGN PROFESSIONAL an initial draft version of this specification. DESIGN PROFESSIONAL shall update this draft version, as necessary, to provide Contractor guidance during construction. The guidance may include, but not limited to, anticipated construction sequencing, varying site conditions, list of plan sheets, and/or any deviation from standard WSD technical specifications.

DESIGN PROFESSIONAL is also responsible for drafting any non-standard technical specification as required by the design and not already addressed by WSD Standard Technical Specifications as listed on WSD's web page (a web link to a list of standard specification is shown in Task 301 above).

**Submit 90 Percent Drawings.** Design Professional shall submit 90 percent design drawings to the Water Services Department for review. This design submittal shall be an electronic digital copy in .pdf format. The drawings shall be uploaded to e-Builder utilizing the "Design Submission" workflow form. In addition, but not in replacement of, other forms of electronic submittal (e.g., Blue Beam Studio) can accepted with prior approval from the PM.

- a. Design Professional will perform an internal quality control review on the drawings and then submit one hard copy to the Water Services Department for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, pages 15-17. Design Professional shall meet with Water Services

Department staff to review project progress and receive review comments on the final drawings.

- b. Design Professional shall submit copies of 90 percent design drawings 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 percent drawings. All contact with the utilities should be documented and submitted to WSD with the Final Construction Drawings.
- d. Design Professional shall prepare a comment log for all comments received and track the resolution of each comment.

**Finalize Drawings for Bidding.** Design Professional will address review comments received on the 90 percent design 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.

- e. Design Professional shall provide Water Services Department:
  - i. One hardcopy (paper size 22"x34") 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.
  - ii. Upload an electronic pdf copy of the plans to e-Builder utilizing the "Design Submission" workflow form. Each plan sheet shall be submitted as a separate pdf file and also as a combined set. The naming convention of the pdf files shall match the format specified in Attachment B and electronic files in the latest version of AutoCAD in both .dwg and .sdf formats. AutoCAD files shall be prepared for upload utilizing the e-transmit function. The entire e-transmit package shall be uploaded to e-Builder.

**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 by trade (e.g., concrete, asphalt, hauling, etc.) that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

**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.

A final draft of the SWPPP in .pdf format shall be submitted to e-Builder utilizing the “Design Submission” workflow form.

**Provide Project Data for Asset Management.** The Design Professional shall prepare and submit to the CITY the following data. This submittal shall be uploaded to e-Builder utilizing the “Design Submission” workflow form.

- 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.
- e. It shall also be a requirement for DPs to create an SDF (Spatial Data File) for the project. SDF is a native Autodesk based file using a geospatial format that is optimized for storing large, classified data. The SDF export shall include additional object data stored in the attributes table for drawing objects within the pipe network (e.g., pipes, valves, fittings, etc.). Instructions for the development of the object data and exporting the SDF file can be found in the latest version of WSD’s CAD Design Standards and Specifications. A copy of the latest version of this document can be found at the following weblink - <https://www.kcwater.us/projects/rulesandregulations/>.

## **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. Optional Services shall not be utilized by the 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 the DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include but are not limited to:

### **KC Water Leadership Workshops**

Workshops as needed, based on CITY project manager request, to make design decisions. Assume three (3) workshops in addition to those identified in Task series 600.

### **Additional Survey**

Perform additional site survey within the project area, as needed and in sufficient detail necessary to prepare final construction documents. This task will include additional survey of pipe centerlines, manholes, inlets, and other pertinent information that will be needed for final construction documents. Survey shall be performed in accordance with KC Water Standards. All survey digital data shall be given to the CITY upon completion of final design.

Pothole locations will be surveyed for horizontal and vertical elevations to determine if conflicts exist. Based on updated information obtained from the utilities and collected during additional fieldwork services, input updated utility locations into CADD and those utilities not picked up by the topographic survey, and adjust utility locations in CADD based on updated topographic survey data (i.e. above ground utilities such as manholes, valves, marker posts, etc.).

### **Additional Field Investigations**

Additional Manhole Condition Assessment. Complete Condition Assessment manhole inventories, condition assessments and connectivity determination for manholes to be investigated. A total of forty-five (45) total structures will be investigated.

Perform additional CCTV. Perform additional CCTV investigations within the project area, to supplement completed CCTV investigations conducted during conceptual and preliminary design. The additional CCTV investigations include CCTV investigations of the sewers.

### **Permitting Support**

US Army Corps of Engineers (USACE) Section 404 Permit will include:

- a. Waters of the US Delineation which will include data collection, field delineation and a delineation memo. Delineation will be conducted during the growing season (late April through October).
- b. Preparation and submittal of one USACE Section 404b Permit Application
- c. Agency Coordination

It is assumed that this project will have minimal impacts on water resources within the project area and can therefore be permitted under a Nationwide Permit #13 — Bank Stabilization, which would have its own Section 401 Water Quality Certification. If the

project should require an Individual Permit this will be authorized through optional services.

#### **CITY'S RESPONSIBILITIES**

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

- CITY's Project Manager will coordinate meetings between CITY staff and the DESIGN PROFESSIONAL.
- Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DESIGN PROFESSIONAL.
- Obtain all right-of-way, easements, and pay all direct permit fees.

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

## ATTACHMENT B

### ELECTRONIC DATA REQUIREMENTS

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

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

#### B. Contract Information Management System - Project Web Requirements

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



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

**C. Electronic File Requirements – Closeout**

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

**D. Project Management Communications - Construction**

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

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

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

## **E. KC Water Digital Data Submittal Standard**

### **Purpose**

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

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

### **1. Required Submittals Types**

#### **a. Approved for Construction Drawings**

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

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

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

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

**2. Submittal Specifications**

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

**3. Questions/Technical Support**

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

GIS Manager  
Water.GIS@kcmo.org

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

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

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

## **ATTACHMENT C**

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

# Attachment C

												Staffing Summary			
	Client Position	Project Director	Project Manager	Deputy Project Manager	Finance	Accounting	Billing	Admin	Sr. Engineering Manager	Jr. Eng	Sr. Engineering Manager	Jr. Engineering Manager	Design Civil Engineer (East)	Design Civil Engineer (West)	
	HOURS\ COST TOTALS IN USD \$:	166	729	1,045	110	110	110	234	413	660	882	1,492	811	811	
Task	Description														
Task 1	Task 100 Meetings and Project Management														
1/01	101 Project Management Services	74	74	149								50			
1/02	102 Monthly Invoicing and Project Status Reports		38	77	110	110	110	81			51				
1/03	103 Subconsultant Agreements & Administration			41				129							
1/04	104 Monthly Progress Meetings	38	38	41							51	50			
1/05	105 Quality Control		6	21											
1/06	106 Project Kickoff Meeting	4	6	9							7	6			
1/07	107 Updated Work Plan	6	10	45							23	10			
Task 1 Subtotals		122	172	383	110	110	110	210			132	116			
Task 2	Task 200 - Public Engagement														
2/01	201 Revise Public Engagement Plan	4	6								10	9			
2/02	202 Re-engage Working Group & Host Working Group Meetings		8								14	25			
2/03	203 Manage Project Webpage and Interactive Map										42				
2/04	204 Develop Creative Assets										42				
2/05	205 Public Meetings		26												
2/06	206 Neighborhood Meetings		50												
2/07	207 Earned Media Opportunities		22												
2/08	208 Interdepartmental Coordination		42								42				
2/09	209 Community Grassroots Meetings		26												
2/10	210 Key Stakeholder Meetings		18												
Task 2 Subtotals		4	198								150	34			
Task 3	Task 300 - Envision														
3/01	Task 301 Sustainability Design Review	4	9								9	35			
Task 3 Subtotals		4	9								9	35			
Task 4	Task 400 - Field Investigation														
4/01	Task 401 Survey	2	8	26							21	34	85	85	
4/02	Task 402 Geotechnical	2	8	26								84	45	45	
4/03	Task 403 Smoke and Dyed Water Testing		8	26							21	34	45	45	
4/04	Task 404 Additional Survey														
4/05	Task 405 Additional Field Investigations		8	22							9	26	45	45	
4/06	Task 406 Utility Coordination	2	8	22							21	44	85	85	
Task 4 Subtotals		6	40	122							72	222	305	305	
Task 5	Task 500 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – WEST PROJECT AREA														
5/01	Task 501 Prepare 30% Design Documents	2	4	8							32	69	32	32	
5/02	Task 502 Prepare 60% Design Documents	4	12	16							75	157	71	71	
5/03	Task 503 Prepare 90% Design Documents	4	12	16							51	107	51	51	
5/05	Task 504 Prepare Final Design Documents	2	8	16							32	69	32	32	
5/06	Task 505 Pre-Bid Conference	1	4	4							18	38	17	17	
5/07	Task 506 Submit OPCC	2	8	16							32	69	32	32	
5/08	Task 507 Bid Assistance and Evaluation	1	4	4							18	38	17	17	
5/09	Task 508 Conforming Documents							8							
Task 5 Subtotals		16	52	80				8			258	547	252	252	
Task 6	Task 600 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – EAST PROJECT AREA														
6/01	Task 601 Prepare 30% Design Documents	1	2	8							13	27	12	12	
6/02	Task 602 Prepare 60% Design Documents	1	4	16							31	62	31	31	
6/03	Task 603 Prepare 90% Design Documents	1	4	16							21	42	21	21	
6/05	Task 604 Prepare Final Design Documents	1	2	8							13	27	12	12	
6/06	Task 605 Pre-Bid Conference		2	4							7	14	7	7	
6/07	Task 606 Submit OPCC	1	2	8							13	27	12	12	
6/08	Task 607 Bid Assistance and Evaluation		2	4							7	14	7	7	
6/09	Task 608 Conforming Documents							8							
Task 6 Subtotals		5	18	64				8			105	213	102	102	
Task 7	Task 700 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES – SOUTH CENTRAL AREA														
7/01	Task 701 Prepare 30% Design Documents	1	4	8							20	40	19	19	
7/02	Task 702 Prepare 60% Design Documents	2	8	16							44	93	43	43	
7/03	Task 703 Prepare 90% Design Documents	2	8	16							30	63	30	30	
7/05	Task 704 Prepare Final Design Documents	1	4	8							20	40	19	19	
7/06	Task 705 Pre-Bid Conference	1	2	4							11	22	11	11	
7/07	Task 706 Submit OPCC	1	4	8							20	40	19	19	
7/08	Task 707 Bid Assistance and Evaluation	1	2	4							11	22	11	11	
7/09	Task 708 Conforming Documents			2				8				5			
Task 7 Subtotals		9	32	66				8			156	325	152	152	
Task 8	Task 800 - WMR Design														
8/02	Task 820 - WMR Preliminary Design		119	215					319	430					
8/03	Task 830 - WMR Final Design		89	115					94	230					
Task 8 Subtotals			208	330					413	660					
Task 9	Optional Services														
9/01	Optional Services for DMB														
Task 9 Subtotals															

	Client Position											
		Water Resources Director/QC	Water Resources Sr. Engineer	Mtd. Eng (Model Lead / Storm Design Lead)	Mtd. Eng (Model Lead / Storm Design Lead)	Community Engagement Lead	Envision Task Lead	Envision Task Advisor	Sr. Geotechnical	Sr. Estimator	Sr. Technician	Technician
	HOURS\COST TOTALS IN USD \$:	159	826	1,891	3,819	125	9	44	141	150	1,866	7,608
Task	Description											
Task 1	Task 100 Meetings and Project Management											
1/01	101 Project Management Services											
1/02	102 Monthly Invoicing and Project Status Reports											
1/03	103 Subconsultant Agreements & Administration											
1/04	104 Monthly Progress Meetings											
1/05	105 Quality Control	88						44				
1/06	106 Project Kickoff Meeting											
1/07	107 Updated Work Plan		9	9	9	9	9		9			
	Task 1 Subtotals	88	9	9	9	9	9	44	9			
Task 2	Task 200 - Public Engagement											
2/01	201 Revise Public Engagement Plan					21						
2/02	202 Re-engage Working Group & Host Working Group Meetings											
2/03	203 Manage Project Webpage and Interactive Map											
2/04	204 Develop Creative Assets					41						
2/05	205 Public Meetings					9						
2/06	206 Neighborhood Meetings					9						
2/07	207 Earned Media Opportunities					9						
2/08	208 Interdepartmental Coordination					9						
2/09	209 Community Grassroots Meetings					9						
2/10	210 Key Stakeholder Meetings					9						
	Task 2 Subtotals											116
Task 3	Task 300 - Envision											
3/01	Task 301 Sustainability Design Review											
	Task 3 Subtotals											
Task 4	Task 400 - Field Investigation											
4/01	Task 401 Survey										43	88
4/02	Task 402 Geotechnical								132		9	18
4/03	Task 403 Smoke and Dyed Water Testing											
4/04	Task 404 Additional Survey										43	88
4/05	Task 405 Additional Field Investigations										23	128
4/06	Task 406 Utility Coordination										43	128
	Task 4 Subtotals								132		161	450
Task 5	Task 500 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –											
5/01	Task 501 Prepare 30% Design Documents	4	52	119	241						66	361
5/02	Task 502 Prepare 60% Design Documents	12	115	272	544						150	820
5/03	Task 503 Prepare 90% Design Documents	6	77	184	374						102	558
5/05	Task 504 Prepare Final Design Documents	4	52	119	241						66	361
5/06	Task 505 Pre-Bid Conference	2	29	66	133						36	197
5/07	Task 506 Submit OPCC	4	52	119	241					44	66	361
5/08	Task 507 Bid Assistance and Evaluation	2	29	66	133						36	197
5/09	Task 508 Conforming Documents										14	53
	Task 5 Subtotals	34	406	945	1,907					44	536	2,908
Task 6	Task 600 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –											
6/01	Task 601 Prepare 30% Design Documents	2	21	47	97						26	144
6/02	Task 602 Prepare 60% Design Documents	5	48	107	219						62	327
6/03	Task 603 Prepare 90% Design Documents	3	32	73	149						42	223
6/05	Task 604 Prepare Final Design Documents	2	21	47	97						26	144
6/06	Task 605 Pre-Bid Conference	1	11	25	53						14	79
6/07	Task 606 Submit OPCC	2	21	47	97					44	26	144
6/08	Task 607 Bid Assistance and Evaluation	1	11	25	53						14	79
6/09	Task 608 Conforming Documents										10	33
	Task 6 Subtotals	16	165	371	765					44	220	1,173
Task 7	Task 700 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –											
7/01	Task 701 Prepare 30% Design Documents	3	31	71	144						39	217
7/02	Task 702 Prepare 60% Design Documents	6	71	163	324						83	500
7/03	Task 703 Prepare 90% Design Documents	4	48	112	224						63	330
7/05	Task 704 Prepare Final Design Documents	3	31	71	144						39	217
7/06	Task 705 Pre-Bid Conference	1	17	39	79						21	118
7/07	Task 706 Submit OPCC	3	31	71	144					44	39	217
7/08	Task 707 Bid Assistance and Evaluation	1	17	39	79						21	118
7/09	Task 708 Conforming Documents										11	40
	Task 7 Subtotals	21	246	566	1,138					44	316	1,757
Task 8	Task 800 - WMR Design											
8/02	Task 820 - WMR Preliminary Design										404	960
8/03	Task 830 - WMR Final Design									18	229	360
	Task 8 Subtotals									18	633	1,320
Task 9	Optional Services											
9/01	Optional Services for DMB											
	Task 9 Subtotals											



		Subcontract Summary									Subcontracts	Field/Misc Expenses	Project Total
	Client Position	Confluence	McCurdy	TREKK	TSI	Vireo	Parson	I3D	Taliaferro & Browne	Abay Construction			
	HOURS\COST TOTALS IN USD \$:	\$ 610,250	\$ 110,000	\$ 265,000	\$ 147,000	\$ 78,000	\$ 200,000	\$ 59,000	\$ 450,000	\$ 110,000	\$ 2,029,250		\$ 6,500,000
Task	Description												
Task 1	Task 100 Meetings and Project Management												
1/01	101 Project Management Services	\$ 25,000		\$ 35,000		\$ 6,570					\$ 66,570		\$ 158,018
1/02	102 Monthly Invoicing and Project Status Reports												\$ 95,044
1/03	103 Subconsultant Agreements & Administration												\$ 20,246
1/04	104 Monthly Progress Meetings												\$ 55,297
1/05	105 Quality Control												\$ 40,957
1/06	106 Project Kickoff Meeting												\$ 7,939
1/07	107 Updated Work Plan												\$ 32,744
	Task 1 Subtotals	\$ 25,000		\$ 35,000		\$ 6,570					\$ 66,570		\$ 410,246
Task 2	Task 200 - Public Engagement												
2/01	201 Revise Public Engagement Plan	\$ 27,000					\$ 180,000				\$ 207,000		\$ 219,156
2/02	202 Re-engage Working Group & Host Working Group Meetings												\$ 9,889
2/03	203 Manage Project Webpage and Interactive Map												\$ 10,036
2/04	204 Develop Creative Assets												\$ 19,887
2/05	205 Public Meetings												\$ 8,793
2/06	206 Neighborhood Meetings												\$ 14,913
2/07	207 Earned Media Opportunities												\$ 7,773
2/08	208 Interdepartmental Coordination												\$ 22,909
2/09	209 Community Grassroots Meetings												\$ 8,793
2/10	210 Key Stakeholder Meetings												\$ 6,753
	Task 2 Subtotals	\$ 27,000					\$ 180,000				\$ 207,000		\$ 328,901
Task 3	Task 300 - Envision												
3/01	Task 301 Sustainability Design Review					\$ 30,000					\$ 30,000		\$ 42,320
	Task 3 Subtotals					\$ 30,000					\$ 30,000		\$ 42,320
Task 4	Task 400 - Field Investigation												
4/01	Task 401 Survey								\$ 250,000		\$ 250,000		\$ 320,429
4/02	Task 402 Geotechnical				\$ 135,000						\$ 135,000		\$ 215,079
4/03	Task 403 Smoke and Dyed Water Testing			\$ 207,000							\$ 207,000		\$ 242,823
4/04	Task 404 Additional Survey												\$ 19,054
4/05	Task 405 Additional Field Investigations												\$ 51,170
4/06	Task 406 Utility Coordination									\$ 100,000	\$ 100,000		\$ 176,439
	Task 4 Subtotals			\$ 207,000	\$ 135,000				\$ 250,000	\$ 100,000	\$ 692,000		\$ 1,024,993
Task 5	Task 500 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –												
5/01	Task 501 Prepare 30% Design Documents	\$ 27,913	\$ 5,000					\$ 2,500			\$ 35,413		\$ 189,240
5/02	Task 502 Prepare 60% Design Documents	\$ 111,650	\$ 20,000			\$ 15,000		\$ 15,000	\$ 32,500		\$ 194,150		\$ 543,799
5/03	Task 503 Prepare 90% Design Documents	\$ 55,825	\$ 10,000					\$ 5,000			\$ 70,825		\$ 311,830
5/05	Task 504 Prepare Final Design Documents	\$ 27,913	\$ 5,000					\$ 1,000			\$ 33,913		\$ 190,615
5/06	Task 505 Pre-Bid Conference	\$ 13,956	\$ 2,500					\$ 500			\$ 16,956		\$ 101,670
5/07	Task 506 Submit OPCC	\$ 27,913	\$ 5,000					\$ 1,000			\$ 33,913		\$ 198,049
5/08	Task 507 Bid Assistance and Evaluation	\$ 13,956	\$ 2,500					\$ 500			\$ 16,956		\$ 101,670
5/09	Task 508 Conforming Documents												\$ 9,996
	Task 5 Subtotals	\$ 279,125	\$ 50,000			\$ 15,000		\$ 25,500	\$ 32,500		\$ 402,125		\$ 1,646,869
Task 6	Task 600 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –												
6/01	Task 601 Prepare 30% Design Documents	\$ 11,165	\$ 2,000					\$ 1,000			\$ 14,165		\$ 76,657
6/02	Task 602 Prepare 60% Design Documents	\$ 44,660	\$ 8,000			\$ 10,000		\$ 7,500	\$ 16,250		\$ 86,410		\$ 229,545
6/03	Task 603 Prepare 90% Design Documents	\$ 22,330	\$ 4,000					\$ 2,500			\$ 28,830		\$ 127,722
6/05	Task 604 Prepare Final Design Documents	\$ 11,165	\$ 2,000					\$ 1,000			\$ 14,165		\$ 76,657
6/06	Task 605 Pre-Bid Conference	\$ 5,583	\$ 1,000					\$ 500			\$ 7,083		\$ 40,964
6/07	Task 606 Submit OPCC	\$ 11,165	\$ 2,000					\$ 1,000			\$ 14,165		\$ 84,091
6/08	Task 607 Bid Assistance and Evaluation	\$ 5,583	\$ 1,000					\$ 500			\$ 7,083		\$ 40,964
6/09	Task 608 Conforming Documents												\$ 6,707
	Task 6 Subtotals	\$ 111,650	\$ 20,000			\$ 10,000		\$ 14,000	\$ 16,250		\$ 171,900		\$ 683,305
Task 7	Task 700 - PRELIMINARY, FINAL DESIGN & BID PHASE SERVICES –												
7/01	Task 701 Prepare 30% Design Documents	\$ 16,748	\$ 3,000					\$ 1,000			\$ 20,748		\$ 113,919
7/02	Task 702 Prepare 60% Design Documents	\$ 66,990	\$ 12,000			\$ 10,000		\$ 7,500	\$ 48,750		\$ 145,240		\$ 355,486
7/03	Task 703 Prepare 90% Design Documents	\$ 33,495	\$ 6,000					\$ 2,500			\$ 41,995		\$ 187,826
7/05	Task 704 Prepare Final Design Documents	\$ 16,748	\$ 3,000					\$ 1,000			\$ 20,748		\$ 113,919
7/06	Task 705 Pre-Bid Conference	\$ 8,374	\$ 1,500					\$ 500			\$ 10,374		\$ 61,374
7/07	Task 706 Submit OPCC	\$ 16,748	\$ 3,000					\$ 1,000			\$ 20,748		\$ 121,353
7/08	Task 707 Bid Assistance and Evaluation	\$ 8,374	\$ 1,500					\$ 500			\$ 10,374		\$ 61,374
7/09	Task 708 Conforming Documents												\$ 9,150
	Task 7 Subtotals	\$ 167,475	\$ 30,000			\$ 10,000		\$ 14,000	\$ 48,750		\$ 270,225		\$ 1,024,401
Task 8	Task 800 - WMR Design												
8/02	Task 820 - WMR Preliminary Design								\$ 67,000		\$ 67,000		\$ 482,403
8/03	Task 830 - WMR Final Design												\$ 196,008
	Task 8 Subtotals								\$ 67,000		\$ 67,000		\$ 678,411
Task 9	Optional Services												
9/01	Optional Services for DMB		\$ 10,000	\$ 23,000	\$ 12,000	\$ 6,430	\$ 20,000	\$ 5,500	\$ 35,500	\$ 10,000	\$ 122,430		\$ 122,430
	Task 9 Subtotals		\$ 10,000	\$ 23,000	\$ 12,000	\$ 6,430	\$ 20,000	\$ 5,500	\$ 35,500	\$ 10,000	\$ 122,430	\$ 538,124	\$ 660,554

**ATTACHMENT C**

BLACK & VEATCH CORPORATION  
 SCHEDULE OF POSITION CLASSIFICATIONS FOR CONSTRUCTION PHASE  
 SERVICES  
 FOR  
 CITY OF KANSAS CITY, MISSOURI

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

Hourly Billing Rates Effective April 1, 2025 through March 31, 2026

JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Administrative Business (ADM)	ADM 001	15.72	29.70
	ADM 002	20.24	48.54
	ADM 003	23.37	52.16
	ADM 004	28.91	61.53
	ADM 005	33.90	76.30
	ADM 006	44.52	89.14
	ADM 007	51.92	106.85
	ADM 008	62.07	120.04
	ADM 009	86.41	148.47
Administrative Support (ADO)	ADO-001	15.55	30.03
	ADO-002	16.15	34.10
	ADO-003	17.87	39.33
	ADO-004	19.53	44.95
	ADO-005	21.08	48.29
	ADO-006	23.60	52.89
	ADO-007	26.94	61.00
Architectural (ARC)			
	ARC-001	23.20	40.98
	ARC-003	24.73	44.16
	ARC-004	33.87	49.11
	ARC-005	37.71	57.59
	ARC-006	49.12	75.76
	ARC-007	65.48	89.15
	ARC-008	68.82	96.00
Construction Services (CNS)	CNS-001	18.91	39.88
	CNS-002	22.95	48.73
	CNS-003	25.92	58.07



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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	CNS-004	32.41	66.12
	CNS-005	33.15	93.50
	CNS-006	40.92	96.80
	CNS-007	48.82	99.00
	CNS-008	54.46	109.37
	CNS-009	67.46	137.86
	CNS-010	79.88	148.25
	CNS-011	100.29	149.48
	CNS-012	118.49	164.32
Consulting (CST)	CST-001	29.60	56.00
	CST-002	34.08	68.80
	CST-003	38.60	85.15
	CST-004	55.62	124.80
	CST-005	66.82	165.00
	CST-006	90.34	170.78
	CST-007	102.42	175.27
	CST-008	120.27	189.75
Engineering (ENG)	ENG-097	17.39	39.99
	ENG-127	29.16	57.43
	ENG-128	31.29	65.59
	ENG-129	36.04	73.34
	ENG-130	42.45	87.73
	ENG-131	49.40	105.77
	ENG-132	56.69	120.82
	ENG-133	68.10	141.11
	ENG-134	78.61	165.71
	ENG-135	84.06	168.56
	ENG-136	88.86	171.77
Engineering & Technical Specialties (ENS)	ENS-127	24.27	48.38
	ENS-128	29.35	51.70
	ENS-129	34.72	69.77
	ENS-130	39.82	75.22
	ENS-131	45.29	89.33
	ENS-132	52.50	103.50
	ENS-133	62.96	111.91
	ENS-134	75.73	125.65
	ENS-135	83.91	129.50
	ENS-136	85.42	131.67

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
Engineering Technician (ENT)	ENT-097	16.15	28.88
	ENT-125	19.58	41.41
	ENT-126	21.31	45.87
	ENT-127	24.48	48.24
	ENT-128	27.57	54.20
	ENT-129	32.32	64.98
	ENT-130	36.89	70.84
	ENT-131	43.43	92.93
	ENT-132	52.60	97.88
	ENT-133	61.28	115.50
	ENT-134	72.31	106.64
Estimating (EST)	EST-001	24.43	45.65
	EST-002	30.19	48.39
	EST-003	33.18	55.99
	EST-004	35.53	79.21
	EST-005	47.45	90.65
	EST-006	56.88	103.35
	EST-007	68.15	122.47
	EST-008	80.44	147.00
	EST-009	99.67	149.35
Finance (FIN)	FIN-001	17.29	26.52
	FIN-002	20.42	35.36
	FIN-003	24.42	50.71
	FIN-004	29.93	55.17
	FIN-005	35.38	63.69
	FIN-006	42.61	77.86
	FIN-007	51.52	92.46
	FIN-008	66.54	110.77
General Management (GMT)	GMT-001	44.30	86.90
	GMT-002	58.94	111.46
	GMT-003	64.84	117.99
	GMT-004	77.29	149.57
	GMT-005	82.18	169.70
	GMT-006	94.15	192.74
	GMT-007	114.20	221.15
	GMT-008	124.69	223.72
	GMT-009	143.65	235.40
Information Technology Services (ITS)	ITS-1	17.63	29.70
	ITS-2	21.80	38.01

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	ITS-3	25.88	46.50
	ITS-4	29.74	66.09
	ITS-5	35.99	85.08
	ITS-6	45.05	88.53
	ITS-7	57.05	153.37
	ITS-8	68.90	158.13
	ITS-9	95.76	166.86
	ITS-10	117.12	175.62
Legal (LGL)	LGL-001	28.05	44.00
	LGL-002	33.37	45.52
	LGL-003	36.07	57.30
	LGL-004	38.81	60.12
	LGL-005	47.55	84.77
	LGL-006	58.29	106.74
	LGL-007	75.39	134.97
	LGL-008	89.67	160.55
	LGL-009	110.21	170.90
	LGL-010	127.13	172.95
Marketing & Communications (MAC)	MAC-001	19.82	29.21
	MAC-002	22.97	32.50
	MAC-003	25.62	43.29
	MAC-004	33.01	57.37
	MAC-005	37.37	67.95
	MAC-006	39.92	97.90
	MAC-007	49.88	100.78
	MAC-008	56.78	122.68
	MAC-009	87.33	126.61
	MAC-010	95.15	132.04
Procurement (PCR)	PCR-001	22.16	40.45
	PCR-002	25.69	54.74
	PCR-003	29.69	59.61
	PCR-004	32.99	68.25
	PCR-005	41.84	75.12
	PCR-006	49.73	97.75
	PCR-007	57.11	108.72
	PCR-008	77.54	113.30
Project Controls (PJC)	PJC-001	27.67	49.11
	PJC-002	30.88	55.99
	PJC-003	35.25	66.85

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JOB CLASSIFICATION	CLASSIFICATION	SALARY RATE	
		MINIMUM RATE	MAXIMUM RATE
	PJC-004	43.30	78.93
	PJC-005	50.36	93.95
	PJC-006	60.01	112.36
	PJC-007	71.23	121.38
	PJC-008	78.24	129.28
	PJC-009	82.25	130.41
Project Management (PMT)	PMT-001	43.56	124.32
	PMT-002	51.32	127.21
	PMT-003	53.29	132.29
	PMT-004	80.39	149.91
	PMT-005	88.76	165.19
	PMT-006	98.72	193.60
	PMT-007	112.17	173.10
	PMT-008	127.52	175.18
Sales (SAM)	SAM-001	22.84	43.17
	SAM-002	25.28	47.60
	SAM-003	29.53	51.43
	SAM-004	33.36	60.48
	SAM-005	37.33	81.56
	SAM-006	48.34	126.13
	SAM-007	57.80	121.99
	SAM-008	66.10	142.73
	SAM-009	86.23	169.58
	SAM-010	106.16	172.65
	SAM-011	118.57	199.15
Security Services (SEC)	SEC-006	48.42	72.87
	SEC-007	51.36	77.26
	SEC-008	58.01	98.37
Specialized Staff (SPC)	SPC-001	19.12	42.35
	SPC-002	22.43	44.88
	SPC-003	26.97	47.28
	SPC-004	30.19	60.20
	SPC-005	40.49	72.23
	SPC-006	45.50	84.74
	SPC-007	50.39	99.36
	SPC-008	66.81	115.14
	SPC-009	68.63	119.40

End of Attachment C

## **ATTACHMENT D**

### **CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA**

## ATTACHMENT D

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ATTACHMENT E**

### **CREO KC DOCUMENTS**

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





## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 81001033

Project Title Sewer Separation & Green Infrastructure: Diversion Structures 56, 58, 62, 113

Sewer Separation & Green Infrastructure: Diversion Structures 56, 58, 62, 113  
(Department Project)

Water Services  
Department

Black & Veatch Corporation  
(Bidder/Proposer)

STATE OF Missouri )  
COUNTY OF Jackson ) ss

I, Suzenne Carpenter, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 10.9 % MBE and 10.9 % WBE.

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

| BIDDER/PROPOSER PARTICIPATION: 10.9 % MBE 10.9 %  
WBE

| POST-BID/POST-RFP ESTIMATED BUDGET: \$ 6,500,000.00

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

| Name of M/WBE Firm McCurdy Engineers LLC

| Address 420 W 123rd Terr, KC MO 64145

| Telephone No. 816-868-4720

| I.R.S. No. 27-3210878



Name of M/WBE Firm TSI Geotechnical Inc  
Address 8248 NW 101st Ter, Ste. 5, KC MO 64153  
Telephone No. 314-971-7191  
I.R.S. No. 43-1535463

Name of M/WBE Firm Taliaferro & Browne Inc  
Address 1020 East 8th St, KCMO 64106  
Telephone No. 816-283-3456  
I.R.S. No. 48-0758891

Name of M/WBE Firm TREKK Design Group, LLC  
Address 1411 East 104th St, KCMO 64131  
Telephone No. 816-874-4655  
I.R.S. No. 43-1953275

Name of M/WBE Firm Parson & Associates, LLC  
Address 1780 Woodland Ave, KCMO 64108  
Telephone No. 816-216-6871  
I.R.S. No. 33-1169076

Name of M/WBE Firm Vireo LLC  
Address 414 Oak St, Ste. 101, KCMO 64106  
Telephone No. 816-777-3044  
I.R.S. No. 43-1714841

*(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
Parson & Associates, LLC		\$ 200,000.00		3.08
Innovative Integrity in Design LLC		\$ 59,000.00		0.91
Taliaferro & Browne, Inc.		\$ 450,000.00		6.92

<b>TOTAL MBE \$ / TOTAL MBE %:</b>	\$ <u>709,000.00</u>	<u>10.91</u> %
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**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
McCurdy Engineers, LLC		\$ 110,000.00		1.69
TREKK Design Group		\$ 265,000.00		4.08
TSI Geotechnical, Inc.		\$ 147,000.00		2.26
Vireo LLC		\$ 78,000.00		1.20
Abay Construction, Inc.		\$ 110,000.00		1.69
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ <u>710,000.00</u>		<u>10.92</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 CREO KC Forms and Instructions for allowable credit and special instructions for suppliers.

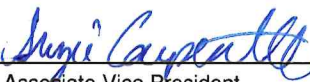
5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation



6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

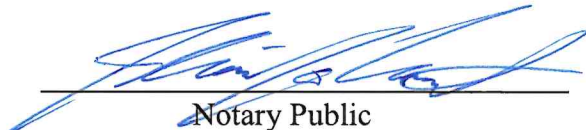
Bidder/Proposer primary contact: Black & Veatch, Laura Adams  
Address: 8400 Ward Parkway, Kansas City, MO 64114  
  
Phone Number: 913-458-3383  
Facsimile number: \_\_\_\_\_  
E-mail Address: adamsL@bv.com

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

By:   
Title: Associate Vice President  
Date: 4/23/2025  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 23 day of April, 2025.

My Commission Expires: 01/08/2027

  
Notary Public

## **Additional Subcontractors**

- g. Name of M/WBE Firm Innovative Integrity In Design LLC  
Address 6005 Woodland Ave, Kansas City, MO, 64110  
Telephone No. 816-447-8250  
I.R.S. No. 88-3483347
- h. Name of M/WBE Firm Abay Construction, Inc  
Address 400 E Red Bridge Rd, Suite 215, Kansas City, MO, 64131  
Telephone No. 816-934-1628  
I.R.S. No. 87-1914503





# LETTER OF INTENT TO SUBCONTRACT

Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 57, 58, 61, 62, and 113

Project Name/Title \_\_\_\_\_

Project Location/Number 81000916 / 1761

Check one:

Original LOI: ☒

Updated LOI: ☐

**PART I:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Abay Construction, 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.]

Abay Construction will be providing potholing services to determine the elevation of any existing Kansas City watermain conflicts along the stormwater alignments

for an estimated amount of \$ \$110,000 (or 1.69% 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: Black & Veatch

Suzanne Carpenter  
Signature: Prime Contractor

Suzanne Carpenter  
Print Name

Associate Vice President  
Title

4/14/2025  
Date

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

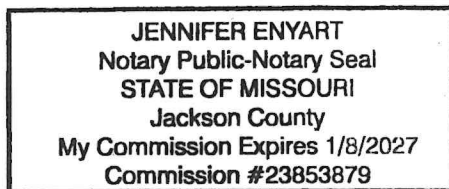
I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 01/08/2027

[Signature]  
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Abay Construction

[Signature]  
Signature: Prime Contractor

Henok Tekeste  
Print Name

V. President  
Title

4/14/25  
Date

State of Missouri )

County of Jackson )

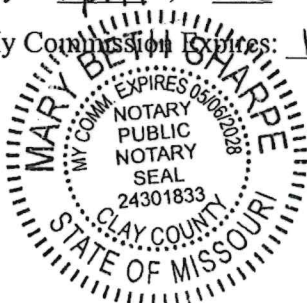
I, Mary Beth Sharpe, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: May 6, 2028

[Signature]  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 58, 62, and 113

Project Name/Title \_\_\_\_\_

Project Location/Number 81001033 1761

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

**PART 1:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Innovative Integrity In Design 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.]  
Innovative Integrity In Design will be providing detailed design services to support the sewer separation.

for an estimated amount of \$ \$59,000 (or 0.91% of the total estimated contract value.)

M/WBE Vendor type: ☒ Subcontractor/manufacture (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: Innovative Integrity In Design LLC

Full address: 6005 Woodland Ave, Kansas City MO 64110

Street number and name	City, State and Zip Code
Primary contact: <u>Adiel Tauheed</u>	<u>816.447.8250</u>
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: Sewer & structural Engineering

c) The dollar value of this agreement is: \$59,000



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Black & Veatch

*Suzanne Carpenter*  
Signature: Prime Contractor

Suzanne Carpenter  
Print Name

Associate Vice President  
Title

4/14/2025  
Date

State of Missouri )

County of Jackson )

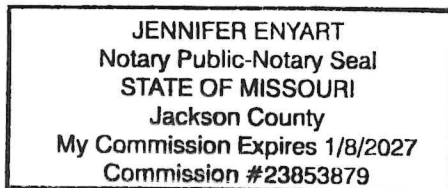
I, Suzanne Carpenter, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 01/08/2027

*[Signature]*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Innovative Integrity In Design LLC

*Adiel Tauheed*  
Signature: ~~Prime~~ Sub Contractor

Adiel Tauheed  
Print Name

President  
Title

4/14/2025  
Date

State of Missouri )

County of CLAY )

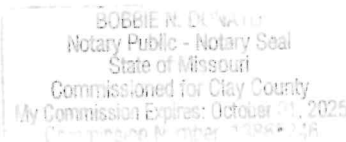
I, Adiel Tauheed, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this  
day of April 14th, 2025

My Commission Expires: Oct. 1, 2025

*[Signature]*  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 58, 62, and 113

Project Name/Title \_\_\_\_\_

Project Location/Number 81001033 / 1761

Check one:

Original LOI: ☒

Updated LOI: ☐

**PART 1:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor McCurdy Engineers 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.]

McCurdy Engineers LLC will be providing design support services as well as constructability reviews during each phase of design.

for an estimated amount of \$ \$110,000 (or 1.7% % of the total estimated contract value.)

M/W/DBE Vendor type: ☒ Subcontractor/manufacture (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: Black & Veatch

Suzanne Carpenter  
Signature: Prime Contractor  
Associate Vice President  
Title  
Suzanne Carpenter  
Print Name  
4/14/2025  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 1/08/2027

[Signature]  
Notary Public

STAMP:

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

MWDBE SUBCONTRACTOR BUSINESS NAME: McCurdy Engineers

Amy L. McCurdy  
Signature: Prime Contractor  
OWNER  
Title  
Amy L. McCurdy  
Print Name  
4/14/25  
Date

State of Missouri )  
County of Jackson )

I, Jaylynn Smith, 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 April, 2025

My Commission Expires: 11-03-2028

[Signature]  
Notary Public

STAMP:

JAYLYNN SMITH  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 24029151  
My Commission Expires 11-03-2028





# LETTER OF INTENT TO SUBCONTRACT

Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 58, 62, and 113

Project Name/Title \_\_\_\_\_

Project Location/Number \_\_\_\_\_

81001033 / 1761

Check one:

Original LOI: ☒

Updated LOI: ☐

**PART 1:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Parson & Associates 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.]

Parson will be providing public engagement services including: creating a public engagement plan, facilitating work groups, developing creative assets and facilitating and attending community and public meetings.

for an estimated amount of \$ \$200,000 (or 3.1 % of the total estimated contract value.)

M/WBE Vendor type: ☒ Subcontractor/manufacture (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: Black & Veatch

Suzanne Carpenter  
Signature: Prime Contractor

Suzanne Carpenter

Print Name

Associate Vice President

4/14/2025

Title

Date

State of Missouri )

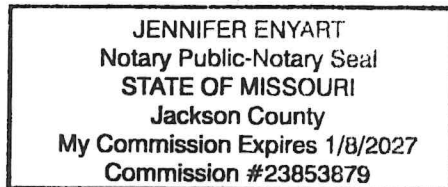
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 20 25

My Commission Expires: 1/08/2027

STAMP:



[Signature]  
Notary Public

MWDBE SUBCONTRACTOR BUSINESS NAME: Parson + Associates

[Signature]  
Signature: Prime Contractor

Robert "Saber" Parson  
Print Name

President & CEO

Title

14 April 25  
Date

State of Missouri )

County of Jackson )

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

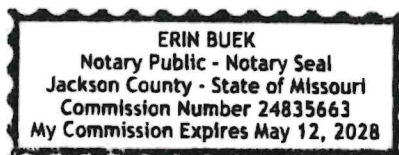
Subscribed and sworn to before me, a notary public, on this May  
day of 14, 20 25

My Commission Expires: May 12, 2028

[Signature]

Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 58, 62, and 113

Project Location/Number 81001033 / 1761

Check one:

Original LOI: ☒

Updated LOI: ☐

**PART 1:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Taliaferro & 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.]

Taliaferro & Browne will be providing survey services for the sewer separation areas as well as O&E's for any temporary and permanent easements within the project areas.

for an estimated amount of \$ \$450,000 (or 6.97% of the total estimated contract value.)

M/WBE Vendor type: ☒ Subcontractor/manufacture (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: Black & Veatch

*Suzanne Carpenter*  
Signature: Prime Contractor

Suzanne Carpenter

Print Name

Associate Vice President

4/14/2025

Title

Date

State of Missouri )

County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 01/08/2027

*[Signature]*  
Notary Public

STAMP:

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

MWDBE SUBCONTRACTOR BUSINESS NAME: TALIAFERRO & BROWNE INC.

*[Signature]*  
Signature: Prime Contractor

HAGOS E. ANDERBRHAN

Print Name

CEO

04/14/2025

Title

Date

State of MISSOURI )

County of JACKSON )

I, HAGOS E. ANDERBRHAN, 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 April, 2025

My Commission Expires: 6-24-2028

*[Signature]*  
Notary Public

STAMP:

AYESHA LENAY MARKS  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 24023245  
My Commission Expires 06-24-2028

KANSAS CITY  
MISSOURI

## LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 58, 62, and 113

Project Location/Number 81001033 1761

Check one:

Original LOI: ☒Updated LOI: ☐

**PART 1:** Prime Contractor Black & Veatch 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.]

TREKK Design Group will be providing field work for detailed design including: dye water testing, smoke testing, additional MH inspections and CCTV as needed to determine connectivity of the existing sewers.

for an estimated amount of \$ \$265,000 (or 4.1% % of the total estimated contract value.)

M/WBE Vendor type: ☒ Subcontractor/manufacture (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: TREKK Design Group, LLC

Full address: 1411 E. 104th Street KC MO 64131  
 Street number and name City, State and Zip Code

Primary contact: Justin Likas  
 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: Black & Veatch

*Suzanne Carpenter* Suzanne Carpenter  
Signature: Prime Contractor Print Name

Associate Vice President 4/14/2025  
Title Date

State of Missouri )

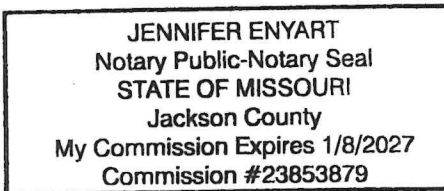
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 1/08/2027

STAMP:



*[Signature]*  
Notary Public

MWDBE-SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC  
*Trent Robinson*  
Signature: Prime Contractor Print Name

PRESIDENT 4/14/25  
Title Date

State of Missouri )

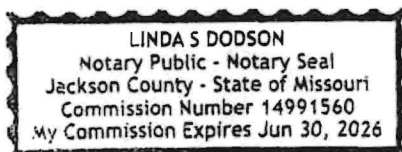
County of Jackson )

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 14th  
day of April, 2025

My Commission Expires: 6/30/2026

STAMP:



*Linda S. Dodson*  
Notary Public



# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Sewer Separation and Green Infrastructure:  
Diversion Structures 56, 57, 58, 61, 62, and 1 13

Project Location/Number 81001033 / 1761

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

**PART 1:** Prime Contractor Black & Veatch 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.]

TSI Geotechnical Inc. will be providing geotechnical investigations services including performing geotechnical borings and additional testing to determine existing soil conditions for the sewer installation.

for an estimated amount of \$ \$1 47,000 (or 2.3% % of the total estimated contract value.)

M/WBE Vendor type: ☒ Subcontractor/manufacture (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: Black & Veatch

*Suzanne Carpenter* Suzanne Carpenter  
Signature: Prime Contractor Print Name

Associate Vice President 4/14/2025  
Title Date

State of Missouri )

County of Jackson )

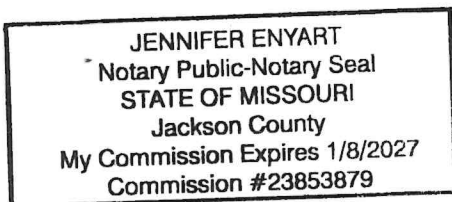
I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 20 25

My Commission Expires: 1/08/2027

*[Signature]*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TSi Coreotechnical, INC ☐

*Denise B. Harvey* Denise B. Harvey  
Signature: Prime Contractor Print Name

CEO 4-14-25  
Title Date

State of Missouri )

County of St. Louis )

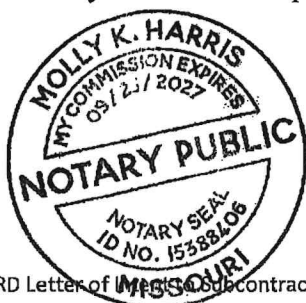
I, Molly K Harris, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th  
day of April, 20 25

My Commission Expires: 9-25-27

*[Signature]*  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Sewer Separation and Green Infrastructure:

Project Name/Title Diversion Structures 56, 58, 62, and 113

Project Location/Number 81001033 / 1761

Check one:

Original LOI: ☒

Updated LOI: ☐

**PART I:** Prime Contractor Black & Veatch agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor Vireo 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.]

Vireo will be supporting the detail design phase in Task Series 300, 400, and 500 including performing a sustainability review, permitting and review of proposed planting plan and O&M for the future green infrastructure.

for an estimated amount of \$ \$78,000 (or 1.2% % 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: Black & Veatch

Suzanne Carpenter  
Signature: Prime Contractor

Suzanne Carpenter  
Print Name

Associate Vice President  
Title

4/14/2025  
Date

State of Missouri )

County of Jackson )

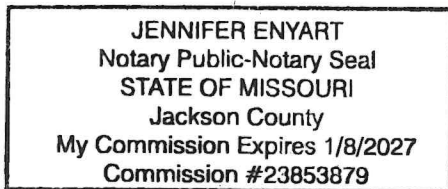
I, Jennifer Enyart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14  
day of April, 2025

My Commission Expires: 1/08/2027

[Signature]  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Vireo, LLC

Robin Fordyce  
Signature: Prime Contractor

Robin Fordyce  
Print Name

Managing Member  
Title

4/14/2025  
Date

State of Missouri )

County of Jackson )

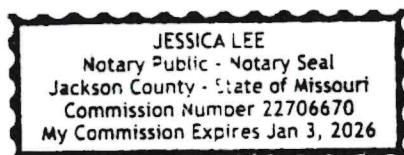
I, Jessica Lee, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 14th  
day of April, 2025

My Commission Expires: 1/3/2026

[Signature]  
Notary Public

STAMP:



## **TIMETABLE FOR MBE/WBE UTILIZATION**

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

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

### **ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

15 days	<input type="checkbox"/>	75 days	<input type="checkbox"/>	135 days	<input type="checkbox"/>
30 days	<input type="checkbox"/>	90 days	<input type="checkbox"/>	150 days	<input type="checkbox"/>
45 days	<input type="checkbox"/>	105 days	<input type="checkbox"/>	165 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>	120 days	<input type="checkbox"/>	180 days	<input type="checkbox"/>
Other	<u>540 days</u> (Specify)				

Throughout	<u></u>	Beginning 1/3	<u>\$467,000</u>
Middle 1/3	<u>\$467,000</u>	Final 1/3	<u>\$467,000</u>
Beginning 1/3	<u>33</u> %	Middle 1/3	<u>33</u> %
		Final 1/3	<u>33</u> %

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Associate Vice President

\_\_\_\_\_  
(Position with Firm)

\_\_\_\_\_  
4/15/2025

\_\_\_\_\_  
(Date)



**ATTACHMENT F**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

## ATTACHMENT F

### EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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



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

\_\_\_\_\_  
Affiant's signature

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

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT G**

**TRUTH-IN-NEGOTIATION CERTIFICATE**

Truth-In-Negotiation Certificate  
City of Kansas City, Missouri Overflow Control Plan  
("OCP") Civil Action No. 4:10-cv-0497-GAF

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

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

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

\_\_\_\_\_  
Signature of affiant

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

\_\_\_\_\_  
Notary Public      My commission expires: \_\_\_\_\_

## **ATTACHMENT H**

### **AFFIDAVIT OF COMPLIANCE -CONSENT DECREE**

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

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

STATE OF MISSOURI     )

) ss.

COUNTY OF             )

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

I certify, under penalty of law, that the City has made an electronic copy of this Consent  
Decree available to this organization at the following web location:  
[https://www.kcsmartsewer.us/home/showpublisheddocument/6428/6375347181219300  
00](https://www.kcsmartsewer.us/home/showpublisheddocument/6428/637534718121930000). I further certify that the Consent Decree, along with appendices, have been  
reviewed in their entirety and that said review has been performed under my direction or  
supervision in accordance with a system designed to assure that qualified personnel  
properly evaluated and fully understand the information contained in this Consent  
Decree upon execution of any contract relating to such work, including, but not limited  
to, subcontractors, equipment providers, material suppliers, or sub-consultants.

\_\_\_\_\_

Signature of affiant

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

\_\_\_\_\_

Notary Public

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

## **ATTACHMENT I**

### **NON-CONSTRUCTION SUBCONTRACTORS LISTING**

# ATTACHMENT I

## Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

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

## **ATTACHMENT J**

### **NON-CONSTRUCTION APPLICATION 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
Unauthorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ((1+2+4) - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payments	[8]	_____	\$0.00
<b>PAYMENT DUE CONTRACTOR (7-8)</b>			[9] _____ \$0.00

**Instructions to Design Professional/Contractor:**

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

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

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_