

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 81000361 CONTRACT NO. 1472
FOR SWOPE CAMPUS PARKING LOT AND SUSTAINABLE STORMWATER
IMPROVEMENTS
PHASE 2 – EDUCATIONAL EXHIBITS AND CENTRAL CORRIDOR IMPROVEMENTS
WATER SERVICES DEPARTMENT

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The Water Services Department wishes to contract with the Design Professional firm to provide design services with detailed engineering for interactive learning labs and educational exhibits as an extension of the Swope Campus Parking Lot and Sustainable Stormwater Improvements Phase 1 Project. Basic services shall include design, preparation of construction documents, and bidding services.

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

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

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 **\$770,639.00**, as follows:

1. **\$269,000.00** for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
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 **\$431,581.00**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$70,058.00** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

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

C. Condition Precedent to Payment.

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

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

City:

Water Services Department

Terry Leeds, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0528
Facsimile: (816) 513-0288
E-mail address: terry.leeds@kcmo.org

Design Professional:

Human Nature, Inc.

Gary R. Wolnitzek, PLA
990 St. Paul Drive
Cincinnati, OH 45206
Phone: (513) 281-2211
Facsimile: (513) 281-2243
E-mail address: gwolnitzek@humannature.cc

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment A – Scope of Services

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

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

Sec. 11. 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 Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

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

Sec. 18. Assignability and Subcontracting.

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

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

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

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221678150.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.

ATTACHMENT 1

SCOPE OF SERVICES

**Swope Campus Parking Lot and Sustainable Stormwater Improvements Project Phase 2
– Educational Exhibits and Central Corridor Improvements
At Water Services Department City of Kansas City, Missouri
Project No. 81000361 / Contract No. 1472**

I. PROJECT DESCRIPTION

The Water Services Department wishes to contract with the Design Professional firm (HUMAN NATURE INC.) to provide design services with detailed engineering for interactive learning labs, and educational exhibits as an extension of the Swope Campus Parking Lot and Sustainable Stormwater Improvements Phase 1 Project. Basic services include design, construction documents and bidding services. Additional services may include construction phase services and project closeout services.

Location. The Project is located at the Water Services Department campus. The site address is 4800 East 63rd Street, Kansas City, MO 64130.

30%, 60% and 90% Design Construction Drawings and Specifications. Based on the Master Plan dated September 2017 approved by the Water Services Department, the Design Professional may complete design of the project by preparing 30%, 60%, and 90% construction drawings and specifications (Division 1 through Division 16). Specifications will be in outline form for 60% design and preliminary at 90% design. An estimate of probable construction costs will accompany each design phase submittal. It is not anticipated that any LEED design or Certification will be required by this project.

Final Design and Bidding. After the preliminary drawings and specifications are reviewed and approved by Water Services Department, the Design Professional will provide any deliverables required for final design including final drawings, specifications, and an estimate of probable construction costs. The Design Professional may provide bidding services, up to (3) RFI's, up to (3) addenda- clarifications not complete set re-issue, and attend the pre-bid and bid opening.

Construction. Construction services may be added to this scope of work by the Water Services Department. If added, the scope may include a review of submittals, substitutes, RFI's, and other associated documents. The Design Professional may provide Resident Project Representative Services which may include visiting the project site, attending monthly construction meetings, reviewing payment applications, reviewing change orders, and coordinate training.

Post Construction. Post Construction support may be added to this scope of work by the Water Services Department. If added, after Substantial Completion, has been finalized, the Design Professional may provide copies of all approved submittals and daily and weekly construction reports from the RPR activity, provide a set of as-built drawings, both in electronic and hard copy form, along with all the required start-up, training, and O&M manuals and all necessary paperwork to close out the contract.

II. PROJECT SCHEDULE MILESTONES AND CITY REVIEW REQUIREMENTS

DESIGN PROFESSIONAL shall complete Task Series 200 and Task Series 300 within three hundred sixty (360) calendar days following the City's issuance of a Notice to Proceed to **DESIGN PROFESSIONAL**, and Task Series 400 within one hundred fifty (150) calendar days thereafter

(510 calendar days after Notice to Proceed), subject to the timely commencement of the City's advertisement of Construction documents for bidding. **DESIGN PROFESSIONAL** shall complete Task Series 500 within sixty (60) calendar days after the Bidding Phase is complete. **DESIGN PROFESSIONAL's** completions schedule will be extended by the City for delays beyond the reasonable control of the **DESIGN PROFESSIONAL** or as approved by the City. One hundred fifty (150) calendar days is included in the schedule for City advertisement and bidding. Should the actual durations be longer than estimated, City will extend **DESIGN PROFESSIONAL's** schedule one (1) calendar day for each calendar day beyond the established duration.

The City commits to review periods for interim deliverables of not more than fourteen (14) calendar days after receipt of deliverables from **DESIGN PROFESSIONAL**. City will endeavor to provide consolidated written review comments to **DESIGN PROFESSIONAL** within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by **DESIGN PROFESSIONAL** no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless mutually agreed upon date outside this schedule window is selected. The review periods are outside of the basic scope of services schedule outlined below. No work will begin on the next design phase until CITY review comments are received and review meeting is conducted.

III. BASIC SCOPE OF SERVICES AND SCHEDULE

The Basic Scope of Services is organized into four major Task Series:

- Task Series 100: Project Management and Administration
- Task Series 200: Project Set Up and Preliminary Design – 120 days
- Task Series 300: Detailed Design – 240 days
- Task Series 400: Bidding Phase – 150 days
- Task Series 500: Closeout Services – 60 days (570 total calendar days)
- Task Series 600: Follow-On Phases

Task Series 100 - Project Management and Administration

DESIGN PROFESSIONAL will provide project management administration 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; Kansas City, Missouri Water Services Department implementation of a project specific work plan and a quality control/quality assurance plan; scheduling and assignment of personnel resources; administration and coordination of sub consultants; continuous monitoring of work progress; invoicing for the work performed; reporting of MBE/WBE participation; and performance of project controls to effectively manage the scope of work, schedule and established budget for the project.

Task 101 Project Management Services. **DESIGN PROFESSIONAL** will provide project management services necessary for the administration of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QAIQC) activities and other project administrative and customary activities required for timely completion of the Work. **DESIGN PROFESSIONAL** will prepare and submit invoices in a form that is acceptable to the CITY.

Task 102 Monthly Progress Status Reports. **DESIGN PROFESSIONAL** will prepare and submit to CITY monthly project progress status reports that identify the Work that has

been performed in the period, work activities anticipated in the next month, action items required of the CITY for an efficient and effective delivery of **DESIGN PROFESSIONAL's** services, potential project scope variances with corrective actions suggested by Design Professional, a general assessment of Design Professional's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. CITY will provide direction to **DESIGN PROFESSIONAL** in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report following the CITY's standard template will be submitted to the CITY with each monthly invoice. A cost loaded schedule showing monthly planned values will also be provided.

Task 103 **Project initiation Meeting.** **DESIGN PROFESSIONAL** will conduct an initial project meeting with CITY staff to review the scope of work. The **DESIGN PROFESSIONAL's** work plan, the project schedule, budget requirements, and other special project needs to review pertinent available data; and to present the **DESIGN PROFESSIONAL's** project team organization and staffing, and define the lines of communication between **DESIGN PROFESSIONAL** and CITY. **DESIGN PROFESSIONAL** will provide meeting minutes.

Task 104 **Design Project Meeting.** **DESIGN PROFESSIONAL** will conduct progress meetings at as outlined below with CITY's staff during the Project's design. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and
2. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with CITY staff as identified herein. **DESIGN PROFESSIONAL** will prepare an agenda for each meeting. Within fourteen (14) calendar days after meeting, **DESIGN PROFESSIONAL** will prepare and distribute meeting minutes.

Meeting Summary

- a. Client Meetings: one monthly meeting for duration of design schedule, 8 meetings total – 7 in-person meetings are included in this Basic Scope of Services
- b. Stakeholder Meetings (with Educational focus): 2 meetings total – 1 in-person meeting is included in this Basic Scope of Services
- c. Client Review Meetings: page-turn meeting at the end of 30%, 60% and 90% design, total of 3 meetings in person are included in this Basic Scope of Services.
- d. Total number of meetings anticipated in this scope: 13 (11 in-person)

Task 105 **Management of Subconsultants.** **DESIGN PROFESSIONAL** will develop scopes of work for each subconsultant, monitor their progress, review and approve their invoices, oversee adherence to the approved QA/QC plan, monitor adherence to document preparation standards of **DESIGN PROFESSIONAL** and CITY and

generally oversee the subconsultant's project performance. **DESIGN PROFESSIONAL** will prepare monthly subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 106 **Data and Document Review.** **DESIGN PROFESSIONAL** shall review related documents prepared by others and provided by the CITY as it relates to base data for this scope of work.

Task Series 200 – Project Set Up and Preliminary Design

Task 201 **Project Set Up and Graphic Support**

1. Perform a topographic site survey of the project limits. Survey to include visible evidence of utilities and location of underground utilities as reported by the records of various utility companies and marked by Missouri One Call.
2. Provide geotechnical services and review geotechnical report at key locations as directed by **DESIGN PROFESSIONAL**. The boring locations will be surveyed and their depth recorded as part of this scope.
3. Conduct site visits as necessary to confirm or investigate on-site conditions not interpreted on the survey.
4. Develop AutoCAD base from approved Master Plan and updated survey information.
5. Provide graphic support and preparation for client meetings. This scope includes preparation of Powerpoint presentations and graphic diagrams and assumes this level of support is needed for two (2) client meetings.

Task 202 **Work Plan**

1. **DESIGN PROFESSIONAL** shall prepare a written draft work plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project shall include, at a minimum the following:
 - a. A summary of dedicated key team members' roles and responsibilities, and contact information including all Subconsultants.
 - b. A summary of the project's Scope of Services.
 - c. Detailed cost loaded schedule for performance of all work. The cost loaded schedule shall indicate the planned value of work to be invoiced on a monthly basis through project completion.
 - d. Definition of any issues requiring special coordination with CITY, and/or adjacent CITY projects.
2. **DESIGN PROFESSIONAL** will submit the draft Work Plan (a single electronic file in portable document format PDF) within 14 calendar days of the Notice to Proceed. CITY will review the draft work plan and provide comments with 7 calendar days of receipt of the draft Work Plan. **DESIGN PROFESSIONAL** will revise the draft Work Plan as necessary to respond to CITY's comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 7 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 203 30% Design

1. **DESIGN PROFESSIONAL** will provide preliminary design services for the recommended improvements identified in the approved Master Plan dated September 2017. Preliminary design will constitute approximately 30% complete and will include basic drawings/sketches. The submittal will generally include architectural, civil, structural, landscape, mechanical, electrical and plumbing (MEP) site plans.
 - a. Site work shall include preliminary development of existing and proposed conditions, grading and drainage, erosion prevention, layout, storm system, sanitary, hardscape, site furnishings, and planting. Research will be performed for site furnishings, materials, plants, and lighting. Evaluations for site water capture and reuse opportunities and water treatment and quality will inform a preliminary strategy and size the aboveground and below ground cisterns as part of this phase. MEP services will include preliminary site electric, plumbing and mechanical systems to support the site design and exhibits. The design of the fountain will be conceptually produced to determine desired effect, initial flow rates, patterns, pool and pump.
 - b. Exhibit design will include material research, layout and feature design for the following exhibits included in the Master Plan: The Cloud The Land, The Village, The Pipe, The Stream, ; Ripple Plaza, and the BMP Loop
 - c. Interpretive signage will be conceptualized for each of the exhibits and the existing BMP Loop and initial sign topic/outline. A template will be developed for wayfinding signs for the campus.
 - d. Preliminary structural design will include: underground cistern tank, above-ground cistern, stream, pedestrian bridges, boardwalk, exhibits and other site components as determined by the site design.
 - e. Architectural design will include conceptual design of the storage building and extended overhead canopy.
 - f. The educational component will include review of the existing curriculum, initial revisions to the KC to the Sea Curriculum book cover, and preliminary development of the field workbook.
 - g. Other site improvements shall include conceptual study for a walk connection to the Phase 1 BMP loop, updating the existing master plan (developed by others) at the Water Services Department and Parks Department building fronts and parking. A parking lot layout will be developed for the Parks Building but will not be developed beyond 30% design.
 - h. Preliminary Opinion of Probable Construction Cost (OPCC) will be developed in this phase of design to the level of detail provided in the drawings. No specifications are required at this phase. Provide one (1) copy of full size (22"x34") drawings, size to be determined, six (6) copies of half size (11"x17") drawings and one (1) electronic file in an indexed portable document file (pdf) format of the documents.

Task Series 300 – Detailed Design

The purpose of Detailed Design Services is to develop the Construction Contract Documents by which the CITY will advertise and select a CONTRACTOR to construct the improvements shown on the drawings and specifications. Upon receiving approval of the 30% design documents from the CITY, **DESIGN PROFESSIONAL** will provide 60%, 90% and Final design services and Construction Documents for the campus improvements. **DESIGN PROFESSIONAL** will proceed with detailed design and the preparation of Construction Contract Documents using the **DESIGN PROFESSIONAL's** standard formatting for technical specifications and drawings as approved by CITY, and its own design procedures, drafting standards and criteria and standard construction details. The Construction Contract Documents for one construction contract will be prepared for selection of a single general Contractor on a competitive bid basis. Intermediate deliverables will be submitted to the CITY at the end of the 60-percent design completion as noted in the schedule above, the 90-percent design completion as noted in the schedule above, and final design completion as noted in the schedule above. Final Documents provided for bidding purposes will complete detailed design activities.

Task 301 60% Design

1. Drawings and Specifications Development. The design will be advanced to an approximate 60-percent completion stage from the 30% Design Documents. The submittal will include revisions made from comments received from the CITY at the end of the 30% design phase. The submittal will generally include plans and details for the following:
 - a. Architectural - storage building to include one storage room, extended overhead canopy for 30 people, demonstration green roof component, demonstration photovoltaic system, necessary MEP and structural connections and details
 - b. Site existing conditions, demolition, grading and drainage, erosion prevention and sediment control, layout, storm system and profiles, underdrains, stormwater pipe and connections, ADA ramps and details, sanitary system and connections, irrigation, tree preservation, hardscape, furnishings, planting, fountain design, piping, pump and mechanical, water recapture/reuse, pump system, above ground cistern, below ground cistern, water make-up for stream, stream recirculation pump
 - c. Exhibits – d material selection, layout and feature design and details for the following exhibits included in the Master Plan: The Cloud, The Land, The Village, The Pipe, The Stream Ripple Plaza, and the BMP Loop.
 - d. Structural – underground cistern tank, above ground cistern tank (foundation only, cistern is prefabricated), stream, pedestrian bridges, boardwalk, cloud exhibit, water shed exhibit, pipe exhibit, wind mill foundation (windmill is prefabricated), flood diversion exhibit, corten panels at ripple plaza, ripple fountain basin, site stone retaining walls
 - e. Mechanical – irrigation point of connection, backflow preventer, and electrical connection; site lighting plan, site electrical plan, domestic water supply, underground and above ground cistern make up water connections, cloud exhibit water connections, ripple fountain water and electrical connections, domestic water supply connections for exhibits, drinking fountain

- f. Fountain – Ripple Plaza fountain plan, elevations, sections to include flow rates, effects, patterns, pool, pump, lights and controls, mechanical and electrical system, fountain utilities and vault details
 - g. Signage – sign layout, content, images and graphics, construction details for interpretive signs for the following exhibits: Cloud, Village, Land, Stream, Pipe, and Existing Stormwater BMP walking loop, welcome sign at Ripple Plaza, applied art for up to 3 exhibits, template design for 2 sign sizes and content for up to 6 campus wayfinding signs
 - h. Education – Content development for 32 page field workbook including student and instructor versions. The student version is assumed to be simplified version of instructor booklet without the answers, pre and post tests for workbook. Does not include printing of workbook.
2. **DESIGN PROFESSIONAL** will review and coordinate the CITY's front end documents with **DESIGN PROFESSIONAL's** Division I documents. An outline of technical specifications will be included in the 60% design submittal. **DESIGN PROFESSIONAL** will obtain a copy of CITY's most current Division 00 and 01 specifications applicable to Project. These specifications will be reviewed for conflicts with and coordination of the technical specifications prepared by **DESIGN PROFESSIONAL**. Comments will be provided and incorporated by **DESIGN PROFESSIONAL**, as appropriate, into its front-end specifications.
 3. Complete QA/QC Review. Assemble internally a pre-submittal drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL** standard protocol.
 4. Update the 3D model and illustrations produced during the Master Plan phase at the end of the 60% design phase. This scope of work includes one update to the 3D model.
 5. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings and specifications before submitting six (6) sets of half-size drawings, one (1) set of full-size drawings, and six (6) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).
 6. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.
 7. Update Construction Cost Opinion. **DESIGN PROFESSIONAL** will prepare and submit an updated opinion of probable construction cost.

Task 302 90% Design Complete

1. Drawings and Specifications Development for all drawings produced for 60% design submittal providing further design and detailing. For 90% Design, **DESIGN PROFESSIONAL** will address the CITY's review comments from 60% design submittal and incorporate them into the 90% Design documents. The CITY will

provide at 90% Design submittal to include pre-final updated front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of the Contract for inclusion in final bid set. **DESIGN PROFESSIONAL** will prepare the remaining technical specification sections and make final edits to other specification sections and prepare final installation details.

2. Complete QAIQC Review. Assemble internally a drawing and specification set. Conduct an internal quality control review and document in accordance with **DESIGN PROFESSIONAL's** standard protocol.
3. Revise and Issue Drawing and Specification Sets. Address internal quality control comments incorporating necessary changes to the drawings before submitting six (6) half size drawing sets, one (1) full-size drawing set, and six (6) specifications for review plus two (2) electronic copies on a USB Drive. The CITY's review of interim deliverable is anticipated to occur within fourteen (14) calendar days immediately following receipt of the interim deliverable. Include two (2) electronic pdfs that allows review (Adobe Acrobat Professional).
4. Conduct Review Meeting. Following a fourteen (14) calendar day review period by CITY, the **DESIGN PROFESSIONAL** will meet with CITY to review the documents and to discuss the CITY's review comments.
5. **DESIGN PROFESSIONAL** will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY from its review of the 60% Opinion of Probable Costs submitted. The 90% cost opinion will be the **DESIGN PROFESSIONAL's** opinion of probable construction cost and will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms.

Task 303 Final Documents Completion

1. Drawings and Specifications Finalization. **DESIGN PROFESSIONAL** will meet with CITY staff to receive review comments on the 90% Design documents. After addressing review comments received from the CITY, **DESIGN PROFESSIONAL** will finalize the design documents and prepare final Construction Contract Documents. **DESIGN PROFESSIONAL** will provide six (6) half-size sets of final drawings along with six (6) specifications to the CITY, plus the original signed and sealed documents. Drawings will also be furnished electronically on a USB Drive in a format suitable for posting on the KCMO Plan Room website by the CITY. Two (2) copies of the DVD will be provided.
2. Final Opinion of Probable Construction Cost. **DESIGN PROFESSIONAL** will update the 90% cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task Series 400 - Bidding Services

The **DESIGN PROFESSIONAL** may be requested to provide Bidding Services to assist the CITY with project advertisement to the contracting community and to receive bids for construction of the Project. Project advertisement period will be approximately thirty (30) days.

Task 401 Attend Pre-Bid Conference. DESIGN PROFESSIONAL will attend a pre-bid conference at a date, time and place provided by the CITY. **DESIGN PROFESSIONAL** will assist the CITY as follows:

1. Review Pre-Bid Conference Agenda prepared by the CITY.
2. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids must be presented.
3. Review special project requirements and the Construction Contract Documents in general.
4. Receive requests for interpretations, which will be addressed by addendum.

Task 402 Interpret Bidding Documents and Prepare Addenda. DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and prepare addenda as required. **DESIGN PROFESSIONAL** will prepare responses to bidder Request for Information (RFI) inquiries. Up to three (3) RFIs will be prepared by **DESIGN PROFESSIONAL**. **DESIGN PROFESSIONAL** will prepare addenda to clarify or modify the Construction Contract Documents and submit addenda to CITY for distribution. Up to three (3) addenda will be prepared by **DESIGN PROFESSIONAL** for distribution by CITY.

Task 403 Submit Engineer's Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will update its final cost opinion submitted under Task 303 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy presented by the DESIGN PROFESSIONAL will be the same as that for the final estimate.

Task 405 Review Bids. DESIGN PROFESSIONAL will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, CONTRACTOR's proposed project manager and project superintendent, equipment that is available for the Work, financial resources, technical experience, responses from references and other relevant facts. DESIGN PROFESSIONAL will provide a written recommendation to CITY regarding contract award for the City's final determination of selection. The written recommendation will be based on information provided by the contractor and is not a guarantee of performance or endorsement of a particular contractor.

Task Series 500 – Closeout Services

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

Task Series 600 – Follow-On Phases

At the discretion of the Water Services Department, and after completion of this contract/project, the selected Design Professional may be requested to provide additional services concerning the

Swope Campus Parking Lot and Sustainable Stormwater Improvements Phase 2 – Educational Exhibits and Central Corridor Improvements Project.

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in the Basic Services listed above will be classified as Optional Services. **DESIGN PROFESSIONAL'S** contract upper limit includes an Optional Services Allowance amount of **\$70,058.00**. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the CITY prior to completion of any Optional Services work. Compensation for Optional Services shall be as mutually agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services work performed before receiving written authorization from the City will not be eligible for payment

V. CITY'S RESPONSIBILITIES

CITY, as required by Basic Services and not at the expense of the **DESIGN PROFESSIONAL**, be responsible for the following items:

1. Provide assistance by placing at **DESIGN PROFESSIONAL'S** disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by **DESIGN PROFESSIONAL**.
2. Provide compiled comments from all review agencies to **DESIGN PROFESSIONAL** upon which the **DESIGN PROFESSIONAL** will rely on for the next phase of design work.
3. Provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities for the purpose of site visits. Site visits will be required on multiple occasions over the course of the Project.
4. Coordinate meetings between City staff, stakeholders and the **DESIGN PROFESSIONAL**
5. Operate all existing CITY equipment, valves or other systems necessary for functional or performance testing required by **DESIGN PROFESSIONAL**.
6. Provide the following bidding phase services:
 - a. Conduct the pre-bid conference.
 - b. Advertise, and post all addenda to the KCMO Plan Room website. Will be done by General Services.
 - c. Prepare bid Tabulation and provide copies of bids to **DESIGN PROFESSIONAL** for evaluation.

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 maybe 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. 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.

C. Drawings/plans to WSD

1. Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI. Additionally, the drawings/plans should be submitted in Autocad (.dwg) file format with All associated reference files including P&ID sheets and created Building Information Model (BIM).The KCMO drawing number (assigned by water services) shall be first then 3 dashes to separate the number of a particular drawing then a dash and the discipline. Reference files shall be the project number then two dashes and a descriptive title of the reference file.

Drawing Examples:

D1318.01---001-A.tif

D1318.01---030-M.tif

D1318.01---130-C.dwg

D1318.01--Grading.dwg

D. CSI specification sections (project manuals) to WSD

1. CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI. Additionally, provide final word (.doc) of all CSI specification sections (project manuals). CSI specification sections should be project number then three dashes followed by the division no spaces for scanned specification
2. Scanned Spec Examples:
D1318.01---Division-00.pdf
D1318.01---Division-01.pdf
D1318.01---Division-16.pdf
3. Word document specifications shall be the drawing number followed two dashes and the specification number then two dashed and the specification and name.
D1318.01---13252—Belt Filter Presses.doc

KC WATER SERVICES LEARNING LAB
30% DESIGN THROUGH BIDDING
FEE SUMMARY

DESIGN TEAM	Estimated Fee	% of Total	30% Design	60% Design	Final Design & Bidding
Project Lead/Landscape Architect: Human Nature (incl 10% subconsultant markup)	\$ 269,000	38%	\$66,105	\$ 76,599	\$ 86,926
Civil, Storm: SK Design Group**	\$ 89,840	13%	\$28,749	\$ 27,850	\$ 33,241
MEP: Antella**	\$ 28,500	4%	\$9,500	\$ 9,500	\$ 9,500
Structural Engineer: Strand	\$ 64,800	9%	\$19,300	\$ 22,400	\$ 23,100
Fountain Design: HydroDramatics	\$ 12,760	2%	\$4,060	\$ 5,400	\$ 3,300
Surveyor: Anderson Surveying+	\$ 9,800	1%	\$9,800		
Irrigation, Water Recapture and treatment: JBC+	\$ 40,000	6%	\$11,200	\$ 14,400	\$ 14,400
Architect: Lempka Edson+	\$ 30,000	4%	\$10,000	\$ 10,000	\$ 10,000
Exhibit Architect: Brinker and Gates	\$ 10,800	2%	\$2,400	\$ 3,600	\$ 4,800
Environmental Graphics: Willoughby***	\$ 68,150	10%	\$18,800	\$ 27,500	\$ 21,850
Educational Expert: Jamie Holtzapfal/Core Consulting	\$ 34,050	5%	\$21,000	\$ 7,800	\$ 5,250
GeoTechnical Engineer: Terracon	\$ 5,000	7%	\$5,000	\$ -	\$ -
PHASE SUBTOTAL	\$ 662,700		\$205,914	\$ 205,049	\$ 212,367
Expenses (includes hard copies of drawings and specs at each phase, travel)	\$ 37,881				
CONTRACT TOTAL	\$ 700,581				
Client-controlled optional services	\$ 70,058				
Project Fee Total	\$ 770,639				
Human Nature multiplier is 3.04					
BREAKDOWNS			Based on Project Total with Optional Services		
MBE*	\$ 118,340	17%	15%		
WBE**	\$ 68,150	10%	9%		
Local KC Consultants Totals +	\$ 266,290	40%	35%		
Design Phases Breakdown					
30%	\$ 205,914	31%			
60%	\$ 205,049	31%			
90%-Bidding	\$ 212,367	32%			

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

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

- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract

TOTAL WBE \$ / TOTAL WBE %: \$ _____ %

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

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

- 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: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Number: **81000361**

Project Title **Swope Campus Parking Lot and Sustainable Stormwater Improvements**

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“M/W/DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

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

for an estimated amount of \$ _____ or _____ % of the total estimated contract value.

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

Signature: Prime Contractor

Signature: M/W/DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	15 % MBE	9% WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

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

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

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

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

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

TO

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: **81000361**

Project Title: **Swope Campus Parking Lot and Sustainable Stormwater Improvements**

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

3. (✓) ___ Prevailing wage does not apply; or

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

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

1. Name of MBE/WBE Firm _____
Address _____

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

2. Name of MBE/WBE Firm _____
Address _____

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of _____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: **81000361**

Project Title: **Swope Campus Parking Lot and Sustainable Stormwater Improvements**

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ 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: _____