

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 19
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00, \$59,725.00, \$29,776.00, \$57,061.00, \$9,392.00, \$3,010.00 and \$58,556.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 19, in the amount of \$198,679.00, to amend the total contract amount to \$698,140.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 19, City and Design Professional agree as follows:

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

A. Add the following to **Sec. 2, Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 19 is for design professional services for phase II of East Fork Line Creek, project 82000239 in the amount of \$149,105.00, contained in the attached **Attachment A.**

Amendment No. 19 is for design profession services for 73rd & Cleveland Stormwater Improvements, project 82000273 in the amount of \$19,574.00 contained in the attached **Attachment B.**

Amendment No. 19 is for design professional services for 40th & Monroe Stormwater Improvements for an allocation of \$5,000.00.

Amendment No. 19 is for option services to be determined on the above three projects as needed for an amount of \$25,000.00 contained in the attached **Attachment C.**

B. Delete and replace the following section:

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

Sec. 4 Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$698,140.00. as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.
- P. Not to exceed \$29,776.00 for Amendment No. 14.
- Q. Not to exceed \$57,061.00 for Amendment No. 15.
- R. Not to exceed \$9,392.00 for Amendment No. 16.
- S. Not to exceed \$3,010.00 for Amendment No. 17.
- T. Not to exceed \$58,556.00 for Amendment No. 18.
- U. Not to exceed \$198,679.00 for Amendment No. 19.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject

to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 **Exhibit 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 **Exhibit A**. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Chief Financial Officer

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

SCOPE OF SERVICES

Phase II - East Fork Line Creek - Stream Stabilization Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of final design and bid related services for stream bank stabilization on East Fork of Line Creek in Kansas City, MO. The study area included the stream reach running immediately west of Hickory Street and Liberty Street from NE 74th Street downstream to NW 68th Street. The East Fork of Line Creek in the study area was previously studied and the final design of the improvements will follow the recommended options for the areas B, C and E improvement areas identified in the 5/27/2016 East Fork Line Creek Fluvial Geomorphic Evaluation.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Facilitate a project kick-off/pre-design meeting with City staff to review the criteria, goals, schedule and other key items for the project.
- B. Develop a detailed design schedule. Submit a copy to the City and provide digital updates at major milestones.
- C. Prepare resident notification letter and questionnaire to inform residents of the project, field surveys, and collect input to confirm or update data collected with previous public meetings.
- D. Status meetings will be held with the Project Manager at major milestones.
- E. The Consultant shall perform and follow the City's standard utility coordination procedures and maintain a log of correspondence.
- F. The City will schedule and coordinate one (1) public meeting. The consultant will prepare exhibits (boards, PowerPoint, handouts as appropriate) illustrating project improvements, easements and property impacts. Consultant staff members will be on hand to present the proposed improvements and answer any related questions regarding the project.

II. Data Collection, Survey and Base Map

- A. Consultant will utilize GIS data including aerials, contours and available planimetrics, as well as current available floodplain data (modeling, digital GIS layers, etc) provided by the City.
- B. Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.
- C. A detailed topographical survey of the areas to be improved will be performed for use in completing final design documents for bid and construction. The survey shall include ground survey of the area to be improved focusing on the immediate channel area; City

LiDAR data will be used and combined with the field survey data. Data collected will include any physical improvements such as walls, pavements, sewers and utilities; pipes and other drainage structures; fences; buildings with low opening elevations; sidewalks, and vegetation masses.

- D. Utility locates will be performed and the marked utilities will be shown on the field topographic survey.
- E. Consultant will research plats, deeds, easements, and any other documents required to establish property and right-of-way boundary information in the base mapping.
- F. The Consultant will develop an AutoCAD drawing that combines the GIS data sets and topographic survey.
- G. Verify/Establish Vertical and Horizontal Control

III. Preliminary Design

A. Geotechnical Evaluation

1. Soil and bedrock test borings will be drilled in accessible areas on top of the stream slope/bank at locations deemed necessary based on the Concept Report. It is assumed that no more than five (5) borings will be required. The borings will be performed with either a drill rig or, where access is not possible due to trees or property owner constraints, hand augering techniques. The borings advanced with the rig will be drilled to practical auger refusal on bedrock or 25 feet, whichever occurs first. The hand auger borings will be advanced to practical hand auger refusal, which we anticipate will occurring within 5 to 8 feet of the ground surface. The exposed soils in the channel banks and within the channel will also be visually documented.
2. Samples of the soil and bedrock collected in the borings will be tested for geotechnical engineering properties for use in the geotechnical evaluation and design of excavations and bank stabilization measures.
3. Global slope stability analyses will be performed using the results of the field and laboratory testing programs.
4. Discussion of the geotechnical evaluation will be included in a design memorandum. The geotechnical evaluation will include of a discussion of the field and laboratory exploration programs, presents the results of the global stability assessments, and provides geotechnical recommendations regarding earthwork activities.

B. Preliminary Design Plans

1. Develop design elements from the previously completed East Fork Line Creek Concept Design Report to approximately 60% progress stage with draft specifications.
2. The proposed system will be modeled utilizing the available floodplain mapping completed for the Line Creek watershed.
3. The improvements will be evaluated utilizing design flows and generally accepted geomorphology principles to determine system stability.
4. Vegetation and plant selection will be consistent with upstream plant species, where appropriate, and vegetation considerations will include macro invertebrate

habitat, improved water quality, ease of establishment, expectations of long-term success, ease of future maintenance, and budget constraints.

5. At a minimum the Consultant shall include the following sheets:
 - i. Cover Sheet and General Project Notes
 - ii. Watershed Map and Design Data
 - iii. General Layout Plan
 - iv. Typical Channel Sections
 - v. Channel Plan and Profiles
 - vi. Bank Stabilization Plans
 - vii. Cross Sections
 6. Drawings shall be prepared in accordance with the City of Kansas City drawing standards.
 7. Any comments from the City regarding the Concept Design Report shall be incorporated into the preliminary plans.
 8. Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.
- C. Prepare and submit and preliminary opinion of project costs.
- D. Conduct a Field Check meeting with City staff.
- E. Distribute Plans to utility companies for feedback and notification of the project intent.
- F. Submit three (3) sets of preliminary plans, including preliminary cost estimate and property and easement requirements, to the City staff for review and approval.

IV. Property and Easements

- A. Furnish legal descriptions and exhibits of the proposed takings. It is anticipated that easements will be needed on nine (9) properties. Title reports will be obtained and paid by the City.

V. Permitting

Note: all application fees to regulatory agencies will be paid by the City.

- A. Waters of the U.S. Jurisdictional Evaluation and Delineation: The Consultant will conduct a desktop review and field visit to identify the location, size and type of jurisdictional waters on the project site and document the findings.
- B. US Army Corps of Engineers (USACE) Section 404/401 Individual Permit
1. The Consultant will prepare a Section 404 Permit Application Report and the justification needed for the Corps to authorize a Section 404 Permit. Preparation of the application will include:
 - i. One (1) meeting with USACE KC District regulatory staff
 - ii. Report to the USACE that meets the requirement of an Individual Permit.
 - iii. A description of the purpose and need for the project

- iv. Alternative analysis including coordination with city on potential alternatives
 - v. Addressing public review and agency comments
 - vi. Calculation of mitigation costs, if required.
 - 2. The Consultant will complete a Cultural Resources Survey. A background research of the State Historic Preservation Office (SHPO) database and all other relevant sources will be completed within the project area. Data collected will be used as a source to plan the survey. A Phase I Archaeological survey will be completed and a report submitted to SHPO to assist in the permitting process.
- C. Submit Land Disturbance Permit for the Project to Missouri Department of Natural Resources (MDNR).
- D. City Land Disturbance Permit:
The Consultant will provide exhibits and plans to the City and work cooperatively with City staff to complete the Land Disturbance permit and Storm Water Pollution Prevention Plan.
- E. Floodplain Development Permit:
The Consultant will complete forms provided by the City and provide appropriate information for the City to issue a Floodplain Development Permit for the project.

VI. Final Plan Development

- A. Final Plan Preparation
- 1. Preliminary plans shall be revised to incorporate written comments from the City and other agencies and stakeholders.
 - 2. The Final Plans shall include at a minimum:
 - i. Cover Sheet
 - ii. General Project Notes and Summary of Quantities
 - iii. Watershed Map and Design Data
 - iv. General Layout Plan
 - v. Project Requirements and Summary of Quantities
 - vi. Easement Plan
 - vii. Typical Channel Sections
 - viii. Channel Plan and Profiles
 - ix. Bank Stabilization Plans
 - x. Landscape and Planting Plans
 - xi. Cross Sections
 - xii. Construction Details
 - xiii. Erosion Control Plan

3. Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.
 4. Three (3) sets of full-size paper plans and specifications will be provided to the City for review and comment as well as one electronic set in pdf format.
 5. The Consultant will meet with City staff to review the plans, obtain comments, and make appropriate revisions for the final bid/construction set.
- B. Prepare final opinion of probable construction costs.
- C. Special Provisions:
- Consultant shall prepare special provisions for any items not covered in the City's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid. City will prepare advertising and bidding documents.
- D. Distribute Final Plans to utility companies. Schedule and attend a utility coordination meeting to discuss scheduling of potential relocations.

VII. Bidding and Construction Phase Assistance

Bid documents will be submitted to the City for distribution to contractors during the bidding process. All reproduction of plan sets and specifications will be the City's responsibility. Addendums necessary for the project will be completed by Olsson. Olsson will also attend the project bid opening, respond to questions and clarifications during the bidding process, and review bids prepared by contractors.

Section 00700 Construction General Conditions ("GCs") for this project is incorporated. The Design Professional shall provide the following services required in Section 00700.

- Attend pre-Construction conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
- Designate a representative(s) to attend meetings at the job site and review construction procedures upon request, up to a maximum of 3 site visits or meetings.
- Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
- Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.
- Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
- Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
- Determine Unit Prices in accordance with Sec. 00700, Article 9.
- Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities in accordance with Sec. 00700, Article 14 upon request. This work is not anticipated except in special circumstances.
- Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.

- Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
- Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16.
- Complete record drawings for the City

Potential or Optional Services

The following services are not included in the Base Scope, but are provided for reference should the work be required or desired at a later date by the City:

Optional: FEMA Conditional Letter of Map Revision and Final Letter of Map Revision (CLOMR, LOMR)

- The Consultant will prepare a CLOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted around the conclusion of Preliminary Design. FEMA application fees will be paid by the City.
- The Consultant will prepare a final LOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted after construction and as-built survey. FEMA application fees will be paid by the City.

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Sanitary sewer relocation plans or adjustments.
- Phased traffic control plans and detours. An assumption is that full road closures will not be necessary during construction.
- All property title work shall be provided by the City.
- Pre-bid conference.

SCOPE OF SERVICES

73rd & Cleveland Stormwater Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of services for stormwater improvements at E. 73rd St. & Cleveland east to the low point with outfall to the south and from mid-block between E. 73rd St. and E. 74th St. on Cleveland east to outfall in the low area.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Meet with the CITY to discuss the Project, its design and coordinate design related activities.
- B. Coordinate a utility meeting with utility representatives to discuss potential utility conflicts on the project.

II. Permitting

- A. Prepare a Stormwater Pollution Prevention Plan. Apply for a land disturbance permit through the Missouri Department of Natural Resources. City to pay all permit fees related to the project.

III. Bidding and Construction

- A. We will respond to all Requests for Information (RFI's) during the bid process.
- B. We will answer questions regarding addenda to the contract bid.
- C. We will answer questions in response to the contract bid.
- D. We will attend the Pre-Construction Meeting.
- E. We will review shop drawings one time for conformance with Final Plans and respond to contractor RFI's during construction.
- F. We will conduct a maximum of two (2) site visits during construction (two (2) hours per site visit)
- G. We will review and sign Work Change Directives and Change Orders
- H. We will provide Civil and Structural punch list after construction.
- I. We will provide Record Drawings to the City.

73rd Street and Cleveland Avenue Stormwater Improvements															
Kansas City, MO Water Services															
Hourly Breakdown of Professional Engineering & Surveying Fees															
TASK DESCRIPTIONS	SCHEDULE		Olsson		SE3				Olsson			TOTAL HOURS & FEES*			
	Begin	End	Project Manager	Admin. Asst.	Principal	Sr Project Engineer	Associate Engineer	Design Technician	Surveyor (RLS)	Survey Crew	Eng. Tech.	Hours	Prof. Fees	Reimb. Expense	TOTALS
			\$160	\$52	\$218	\$141	\$109	\$79	\$150	\$145	\$82				
I. Project Coordination and Meetings															
Contract Administration and Invoicing			8									8	\$1,280.00		\$1,280.00
Progress Meetings			2									2	\$320.00		\$320.00
Utility Coordination						6	6	4				16	\$1,816.00		\$1,816.00
II. Data Collection, Survey, and Base Map															
III. Preliminary Design															
IV. Property and Easements															
V. Permitting															
SWPPP and DNR Permit					0.5	24		12				37	\$4,441.00		\$4,441.00
V. Final Plan Development															
VII. Bidding & Construction															
Bidder questions, prepare addenda, bid opening			8			8	8	4				28	\$3,596.00		\$3,596.00
Pre-con meeting, reviews, assistance					0.5	8	8	4				21	\$2,425.00		\$2,425.00
Site visits (2)						8	8					16	\$2,000.00		\$2,000.00
Review/Sign Work Change Directives and Change Orders						5	4	4				13	\$1,457.00		\$1,457.00
Provide Civil and Structural punch list						4						4	\$564.00		\$564.00
Record Drawings						5	6	4				15	\$1,675.00		\$1,675.00
TOTAL ALL TASKS:			18	0	1	68	40	32	0	0	0	159	\$19,574	\$0	\$19,574
* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier						\$16,694.00				\$2,880					
						85%				15%					

ATTACHMENT C - SCOPE OF SERVICES

40th and Monroe Stormwater Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of final design of a stormwater conveyance swale near 40th Street and Monroe Avenue. The consultant will prepare three design drawings for the improvements and coordinate with the city's on-call contractor to complete construction. This project will not follow the typical project procedures to expedite the design and economically complete the improvements. Only the necessary drawings to convey the design intent will be prepared for the contractor's use. Standard APWA specifications will be referenced, any special conditions will be stated on the plan sheets. A conceptual exhibit of the proposed improvements has been prepared for reference.

1.0 Coordination Meetings

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Coordinate survey and design tasks internally. Meet with city on a periodic basis to review design plans. Meet with the contractor to discuss the proposed project and respond to any design related questions.

2.0 Survey

- 2.1 Completed by City

3.0 Construction Documents—100% Design

- 3.1 The following plan sheets will be prepared for the project (3 total sheets).
 - 3.1.1 Typical section, plan and profile of the proposed conveyance swale. Existing and proposed contours will be shown in sufficient detail to convey the proposed grading plan.
 - 3.1.2 Details for the construction of a field inlet and a street curb transition into the swale will be provided.
- 3.2 The contractor will be responsible for coordinating with utility companies in conflict with the proposed work prior to construction.
- 3.3 Conduct review meeting of 60% plans with City.
- 3.4 Prepare an opinion of probable construction cost detailing typical construction pay items. Add a contingency of 10 percent to the sum of the construction cost.
- 3.5 Address any comments from the 60% review. Complete final construction drawings.

4.0 Permitting

Note: all application fees to regulatory agencies will be paid by the City.

- 4.1 Completed by City

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 18
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00, \$59,725.00, \$29,776.00, \$57,061.00, \$9,392.00 and \$3,010.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 18, in the amount of \$58,556.00.00, to amend the total contract amount to \$499,461.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 18, City and Design Professional agree as follows:

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

- A. Add the following to **Sec. 2, Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 18 is for construction services for East Fork Line Creek, project 82000239, contained in the attached **Attachments A & B.**

- B. Delete and replace the following section:
- a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4 Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$499,461.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
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- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
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- T. Not to exceed \$58,556.00 for Amendment No. 18.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject

to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 **Exhibit 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 **Exhibit A**. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

Brent M. John
Vice President

KANSAS CITY, MISSOURI

By:

Date: 4/25/19

Title:

Chief Financial Officer

Approved as to form:

[Signature]
Assistant City Attorney

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

for Theresa Daniels 4-30-19
Director of Finance (Date)

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 17
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00, \$59,725.00, \$29,776.00, \$57,061.00 and \$9,392.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 17, in the amount of \$3,010.00, to amend the total contract amount to \$440,905.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 17, City and Design Professional agree as follows:

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

- A. Add the following to **Sec. 2, Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 17 is for providing legal description on lot line adjustment for acquisition of property for East Fork Line Creek, project 82000239, contained in the attached **Exhibits A and B.**

- B. Delete and replace the following section:
- a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4 Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$440,905.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.

- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.
- P. Not to exceed \$29,776.00 for Amendment No. 14.
- Q. Not to exceed \$57,061.00 for Amendment No. 15
- R. Not to exceed \$9,392.00 for Amendment No. 16
- S. Not to exceed \$3,010.00 for Amendment No. 17
- T.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and

Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 **Exhibit 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 **Exhibit A**. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: 8/20/18

Title:

Brent M. Johnson
Team Leader

KANSAS CITY, MISSOURI

By:

Date: 10/4/18

Title:

dk Director of Water Services

Approved as to form:

[Signature]
Assistant City Attorney

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

Kathryn Bell 10/10/18

for Director of Finance

(Date)

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 16
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00, \$59,725.00, \$29,776.00 and \$57,061.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 16, in the amount of \$9,392.00, to amend the total contract amount to \$437,895.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 16, City and Design Professional agree as follows:

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

A. Add the following to **Sec. 2, Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 16 is for design of stormwater improvements for 40th & Monroe, project 82000177, contained in the attached **Exhibits A and B.**

B. Delete and replace the following section:

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

Sec. 4 Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$437,895.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of Five Hundred Thousand and No/100 Dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter), as follows:

B. Not to exceed \$50,000.00 for general stormwater services requested.

C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.
- P. Not to exceed \$29,776.00 for Amendment No. 14.
- Q. Not to exceed \$57,061.00 for Amendment No. 15
- R. Not to exceed \$9,392.00 for Amendment No. 16

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 **Exhibit 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 **Exhibit A**. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: 4/26/18

Title:

Team Leader

KANSAS CITY, MISSOURI

By:

Date: 6/25/18

Title:

Director of Water Services

Approved as to form:


Assistant City Attorney

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

for Kathryn Beel 6/28/18
Director of Finance (Date)

SCOPE OF SERVICES

40th and Monroe Stormwater Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of final design of a stormwater conveyance swale near 40th Street and Monroe Avenue. The consultant will prepare three design drawings for the improvements and coordinate with the city's on-call contractor to complete construction. This project will not follow the typical project procedures to expedite the design and economically complete the improvements. Only the necessary drawings to convey the design intent will be prepared for the contractor's use. Standard APWA specifications will be referenced, any special conditions will be stated on the plan sheets. A conceptual exhibit of the proposed improvements has been prepared for reference.

1.0 Coordination Meetings

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Coordinate survey and design tasks internally. Meet with city on a periodic basis to review design plans. Meet with the contractor to discuss the proposed project and respond to any design related questions.

2.0 Survey

- 2.1 Completed by City

3.0 Construction Documents—100% Design

- 3.1 The following plan sheets will be prepared for the project (3 total sheets).
 - 3.1.1 Typical section, plan and profile of the proposed conveyance swale. Existing and proposed contours will be shown in sufficient detail to convey the proposed grading plan.
 - 3.1.2 Details for the construction of a field inlet and a street curb transition into the swale will be provided.
- 3.2 The contractor will be responsible for coordinating with utility companies in conflict with the proposed work prior to construction.
- 3.3 Conduct review meeting of 60% plans with City.
- 3.4 Prepare an opinion of probable construction cost detailing typical construction pay items. Add a contingency of 10 percent to the sum of the construction cost.
- 3.5 Address any comments from the 60% review. Complete final construction drawings.

4.0 Permitting

Note: all application fees to regulatory agencies will be paid by the City.

- 4.1 Completed by City

HOURLY BREAKDOWN OF PROFESSIONAL FEES

EXHIBIT B

40th and Monroe Stormwater Improvements
Kansas City, MO Water Services

Hourly Breakdown of Professional Engineering & Surveying Fees

TASK DESCRIPTIONS	Olsson				Trek				TOTAL HOURS & FEES*					
	Project Manager \$160	Proj. Eng. \$120	Asst. Eng. \$95	Eng. Tech. \$82	Admin. Asst. \$62	Utility Locator \$97	Surveyor (RLS) \$150	Survey Crew \$145	Eng. Tech. \$82	Principal	Hours	Prof. Fees	Relimb. Expense	TOTALS
I. Project Coordination and Meetings Coordination Mfgs. (2)	4									\$200				
II. Data Collection, Survey, and Base Map Completed by City											4	\$640.00	\$40	\$680.00
III. Preliminary Design Preliminary (60%) Design and Plans Prepare cost estimate QA/QC Field check	2 4		8 4	60							0 0 0	\$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00
III. Property and Easements Completed by City											68 4 2 8	\$5,680.00 \$380.00 \$320.00 \$1,020.00		\$5,680.00 \$380.00 \$320.00 \$1,020.00
IV. Permitting Completed by City											0	\$0.00		\$0.00
V. Final Plan Development Final Design and Plans				16							0	\$0.00		\$0.00
TOTAL ALL TASKS:	10	0	16	76	0	0	0	0	0	0	102	\$9,352	\$40	\$9,392
* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier													\$0	0%

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 15
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES**

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00, \$59,725.00 and \$29,776.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 15, in the amount of \$57,061.00, to amend the total contract amount to \$428,503.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 15, City and Design Professional agree as follows:

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

A. Add the following to Sec. 2, **Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 15 is for design of stormwater improvements for 73rd & Cleveland, project 82000273, contained in the attached **Exhibits A and B.**

B. Delete and replace the following section:

a. Delete Sec. 4, **Compensation and Reimbursables**, and replace with the following Sec. 4, **Compensation and Reimbursables:**

Sec. 4 Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$428,503.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:

B. Not to exceed \$50,000.00 for general stormwater services requested.

C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.
- P. Not to exceed \$29,776.00 for Amendment No. 14.
- Q. Not to exceed \$57,061.00 for Amendment No. 15

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 Exhibit 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 Exhibit A. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

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

~~b. Add Attachment 8, Non Construction Subcontractor List.~~ wf

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: 12/27/17

Brent John

Title: Team leader

KANSAS CITY, MISSOURI

By:

Date: 1/31/18

[Signature]

Title: Director of Water Services

Approved as to form:

[Signature]
Assistant City Attorney

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

[Signature] 3/13/18
for Director of Finance (Date)

SCOPE OF SERVICES

73rd & Cleveland Stormwater Improvements (82000273) Kansas City, MO

This scope of services describes the items and tasks required for completion of final design except easement acquisition services for stormwater improvements at E. 73rd St. & Cleveland east to the low point with outfall to the south and from mid-block between E. 73rd St. and E. 74th St. on Cleveland east to outfall in the low area.

1.0 Kickoff Meeting

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.

2.0 Survey

- 2.1 Contact all utility companies of record to request locations of their facilities and to begin the process of communication with utilities that must be carried throughout the entire Project execution.
- 2.2 Conduct field measurements of the project streets and adjacent areas to obtain detail necessary for preparation of AutoCAD base maps.
- 2.3 Secure critical elevations required for the design of the Project.
- 2.4 Reference utilities from field locations provided by both the utilities and markings resulting from one-call before field survey.
- 2.5 Reference property lines to the project maps from platting information and property information found during field survey.

3.0 Construction Documents—60% Design

- 3.1 Prepare 60% documents for construction. 60% construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2 60% plans shall include the following items:
 - Title Sheet, General Notes, Survey, Storm Sewer Plan & Profile, Hydraulic Calculations, Erosion Control, Traffic Control & Details.
- 3.3 Present 60% plans to the City and to other appropriate governmental agencies and utility companies as required.
- 3.4 Furnish legal descriptions and exhibits of the proposed easements. Title reports and final easement documents will not be acquired in this amendment.
- 3.5 Present draft specifications
- 3.6 Conduct review meeting of 60% plans with City.
- 3.7 Prepare an opinion of probable construction cost detailing typical construction pay items. Add a contingency of 10 percent to the sum of the construction cost.

6.0 Construction Documents—100% Design

Following review and approval of the 60% design phase by the City, the Consultant shall proceed to provide the following services:

- 6.1 Address any comments from the 60% review.
- 6.2 Prepare 100% construction plans and construction specifications.

- 6.3 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.**
- 6.4 Conduct review meeting of 100% plans with City.**
- 6.5 Provide a final opinion of probable construction cost, including a compilation of typical construction pay items with work unit quantities and current estimated cost estimates.**
- 6.6 Provide electronic copy of CADD drawings and specifications.**

74th Street and Cleveland Avenue Stormwater Improvements															
Kansas City, MO Water Services															
Hourly Breakdown of Professional Engineering & Surveying Fees															
TASK DESCRIPTIONS	SCHEDULE		Olsson		SES			Olsson		TOTAL HOURS & FEES*					
	Begin	End	Project Manager \$160	Admin. Asst. \$22	Principal \$270	Sr. Engineer \$137	Assoc. Engineer \$146	Design Technician \$71	Surveyor (RLS) \$158	Survey Crew \$145	Eng. Tech. \$82	Hours	Prof. Fees	Reimb. Expense	TOTALS
I. Project Coordination and Meetings			8									8	\$1,280.00		\$1,280.00
Contract Administration and Invoicing			4									12	\$1,936.00		\$1,936.00
Kick-off Meeting, Resident Notification, Schedule						12	3					15	\$1,982.00		\$1,982.00
Progress Meetings						12						12	\$1,844.00		\$1,844.00
Utility Coordination						8	25	4				37	\$4,030.00		\$4,030.00
Public Meeting						8	12	10				30	\$3,078.00		\$3,078.00
II. Data Collection, Survey, and Base Map												4	\$840.00		\$840.00
Incorporate GIS Data into Plans						1	5	8				14	\$1,236.00		\$1,236.00
Obtain Utility Company Existing and Proposed Plans						3	8					11	\$1,258.00		\$1,258.00
Survey and Basemap									8	30	8	46	\$8,208.00	\$500	\$6,708.00
III. Preliminary Design												8	\$1,280.00		\$1,280.00
Hydraulic Analysis, Model for Design						6	20					26	\$2,942.00		\$2,942.00
Preliminary (80%) Design and Plans						6	38	55				99	\$8,755.00		\$8,755.00
Prepare cost estimates						1	4	7				12	\$1,058.00		\$1,058.00
QA/QC						8						8	\$1,096.00		\$1,096.00
Submit Preliminary Plans to City and Utility Companies						3	6	8				17	\$1,615.00		\$1,615.00
Field check						4	4	4				12	\$1,256.00		\$1,256.00
IV. Property and Easements															
Prepare legal descriptions and exhibits (4 tracts)									8		10	18	\$2,020.00		\$2,020.00
V. Permitting															
(Excluded)												0			\$0.00
												0			\$0.00
V. Final Plan Development												8	\$1,280.00		\$1,280.00
Final Design and Plans						6	20	45				71	\$8,137.00		\$8,137.00
Prepare specifications						10	18					28	\$3,278.00		\$3,278.00
Prepare final cost estimate						2	6	8				16	\$1,478.00		\$1,478.00
QA/QC						8						8	\$1,096.00		\$1,096.00
												0	\$0.00		\$0.00
TOTAL ALL TASKS:			28	0	4	108	198	148	16	38	16	528	\$68,861	\$500	\$67,061
* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier															
\$43,855.00 77% \$12,706 22%															

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 14
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, \$7,610.00 and \$59,725.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 14, in the amount of \$29,776.00, to amend the total contract amount to \$371,442.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 14, City and Design Professional agree as follows:

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

A. Add the following to Sec. 2, Services to be Performed by Design Professional, Subparagraph B:

Amendment No. 14 is for appraisal work related to the Watershed Status and Recommendations for four Watersheds, contained in the attached **Exhibits A and B**.

B. Delete and replace the following section:

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

Sec. 4 Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$371,442.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:

B. Not to exceed \$50,000.00 for general stormwater services requested.

- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.
- P. Not to exceed \$29,776.00 for Amendment No. 14.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Exhibit B**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Exhibit B**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Exhibit B**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.

4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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 Exhibit 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 Exhibit A. City, upon approving the invoice, shall remit payment.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: 12/11/17

Title:

Brent John
Team Leader

KANSAS CITY, MISSOURI

By:

Date: 1/4/18

Title:

Director of Water Services

Approved as to form:


Assistant City Attorney

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


Director of Finance (Date) 1/12/18

SCOPE OF SERVICES

Watershed Status and Recommendations for Four Watersheds Kansas City, MO

This scope of services describes the items and tasks required for developing a watershed status and recommendations to mitigate flooding problems in the Indian Creek, Blue River, Brush Creek, and Line Creek Watersheds.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Facilitate a project kick-off meeting with City staff and sub-consultants to review the criteria, goals, schedule and other key items for the project.
- B. Status meetings or project updates will be held with City staff up to 8 times
- C. The Consultant manage and coordinate all subconsultants and deliverables.

II. Data Collection

- A. Review Watershed Studies for Indian Creek, Blue River, Brush Creek, Line Creek
- B. Summarize flood problem areas identified in each study
- C. Summarize proposed improvement projects from each study, and the problem areas they address
- D. Review list of problem areas and proposed projects with City staff to identify projects that have been completed, projects currently in the planning, design, or construction phase, and projects programmed in the current CIP but not yet started. Identify any projects that are no longer needed or are not anticipated to move forward.
- E. Working with City staff, identify flood problem areas identified or reported since completion of the watershed studies.
- F. Review Indian Creek FEMA modeling and 1% annual chance floodplain mapping from State Line to downstream of Wornall Road to compare observed flooding from Summer 2017 to current effective maps. Recommend strategy to update maps, if needed

III. Report and Recommendations

- Prepare a memorandum summarizing information reports reviewed and information culled from review.
- Provide possible prioritization of unprogrammed projects in each watershed based on severity of problem. Review with City staff and revise, as needed.
- Update Project Cost Estimates utilizing a standard construction inflation factor from Watershed Study date to January 2018.
- Provide recommended strategies for future analysis that may reduce flood problem potential along Indian Creek from State Line to Wornall.
- Provide recommended flood mitigation strategies for future analysis in each watershed that could be implemented at a site level or watershed level.

EXHIBIT A

- Provide recommended strategies to improve the health of streams on a watershed level.

IV. Public Education

- Provide recommended strategies to consider for Public Education, possibly including.
 - Outreach by City to businesses and/o developers regarding the need for an emergency response plan in case of flooding
 - Change language of classifying storm events and level of service, from recurrence interval to inches of rain (i.e. change "10-yr storm" to "5-inch rain" when explaining protection levels to the public)
 - KC Region pilot program for revised flood insurance strategies. Can the City increase the flood insurance base?

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Detailed design or analysis of recommended options
- Submittals to other agencies
- Coordination/meeting with other agencies

**Watershed Status for Four Watersheds
Kansas City, MO Water Services
Hourly Breakdown of Professional Engineering Fees**

TASK DESCRIPTIONS	SCHEDULE		Staff, Rates* and Hours										HG Consult			TOTAL HOURS & FEES		
	Begin	End	Project Manager	Sr. Proj. Eng.	Proj. Eng.	Ast. Eng.	Proj. Scientist	Lnscap Arch	Eng. Tech.	Admnl. Asst.	Sr. PE	Proj. Scientist/Eng.	Hours	Prof. Fees	Reimb. Expense	TOTALS		
			\$180	\$145	\$120	\$85	\$100	\$99	\$82	\$82	\$160	\$190						
I. Project Coordination and Meetings Project Coordination and Management	12/1	2/28	24	8	16						8		58	\$8,120		\$8,120		
V. Data Review and Memorandum Complete and Analyze Data Complete Memorandum	12/1 12/15	2/28 2/28	8 16	8 8	40 16		8		8		24 8	40	112 64	\$13,680 \$7,976		\$13,680 \$7,976		
TOTAL ALL TASKS:			48	16	72	0	0	8	0	8	32	40	232	\$29,776		\$29,776		

* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 13
CONTRACT NO. 320 – STORMWATER ON-CALL ENGINEERING SERVICES
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on August 13, 2015, as follows:

WHEREAS, City has previously entered into a contract dated August 13, 2015 in the amount of \$50,000.00; and

WHEREAS, the City previously amended the contract through Amendment Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00, \$7,280.00, and \$7,610.00 respectively; and

WHEREAS, the City desires to execute Amendment No. 13, in the amount of \$59,725.00, to amend the total contract amount to \$341,666.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 13, City and Design Professional agree as follows:

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

- A. Add the following to **Sec. 2, Services to be Performed by Design Professional, Subparagraph B:**

Amendment No. 13 is for appraisal work related to the Swope Park Industrial Park, Project No. 89002672, contained in the attached **Exhibits A and B.**

- B. Delete and replace the following section:
- a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4 Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$341,666.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services).
- I. Not to exceed \$99,770.00 for Amendment No. 7.
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services).
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services).
- L. Not to exceed \$12,040.00 for Amendment No. 10.
- M. Not to exceed \$7,280.00 for Amendment No. 11.
- N. Not to exceed \$7,610.00 for Amendment No. 12.
- O. Not to exceed \$59,725.00 for Amendment No. 13.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next fiscal year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.

5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, 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.
- b. Delete Attachment 8, Non Construction Subcontractor List, and replace with the attached Attachment 8, Non Construction Subcontractor List.

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

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

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

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

DESIGN PROFESSIONAL

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

By:

Date: _____

_____ Title: _____

KANSAS CITY, MISSOURI

By:

Date: _____

_____ Title: _____

Director of Water Services

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

SCOPE OF SERVICES

Swope Park Industrial District Kansas City, MO

This scope of services describes the items and tasks required for easement and acquisition services related to the Swope Park Industrial Area levee project and the Swope Park flyover bridge.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Facilitate a project kick-off meeting with City staff and sub-consultants to review the criteria, goals, schedule and other key items for the project.
- B. Status meetings or project updates will be held with City staff and sub-consultants once per month throughout the project or as frequently as the Project Manager deems necessary.
- C. The Consultant manage and coordinate all subconsultants and deliverables.

II. Data Collection and Surveying Services – Swope Park Industrial Flood Protection

- A. Obtain title work for parcels 2A, 3, 4, 5, 6A and 7
- B. Review design plans and CAD files to determine easement locations for stated parcels. Create parcel exhibits and legal descriptions for the proposed easement takings.
- C. Review, seal and deliver exhibits in pdf format along with legal descriptions in Word format.

III. Appraisals and Acquisitions

- A. See attached subcontractor's scope of work

IV. Data Collection and Surveying Services – Swope Park Flyover Bridge

- A. Obtain title work for parcels 16, 16A, 17, 18, 19, 20, 20A, 20B, 21, 22, 23 and 24
- B. Review design plans and CAD files to determine easement locations for stated parcels. Create parcel exhibits and legal descriptions for the proposed easement takings.
- C. Review, seal and deliver exhibits in pdf format along with legal descriptions in Word format.

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Field survey work to determine property corners or collect additional topographic data.



DONOHO APPRAISALS

APPRAISING FOR RIGHT OF WAY & LITIGATION VALUATION

September 12, 2017

Mr. Brent Johnson, PE
Olsson Associates
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

SUBJECT: Proposal to complete appraisals for the Swope Industrial Park Ring Levee.

Dear Mr. Johnson:

Please find listed below the appraisal costs for the Ring Levee in the Swope Industrial Park.

Tract #	Owner	Appraisal Cost
1	Bates	950
1A	Bates	750
1B	Bates	750
1C	Bates	750
2	Hickson	850
2A	Hickson	850
3	Schiavi	950
4	J&I	950
5	Salvajor	950
6A	Caber	950
7	Livers	950
Total Appraisal Cost		\$9,650

This proposal assumes there will be a total of 11 tracts requiring appraisals. Providing the number of tracts in this proposal is reduced or increased any further from this proposal, the numbers above could change. This proposal assumes the appraisal services will commence around Winter 2017/Spring 2018. Should the project start later than this time frame, the fees set out above could change. If the project varies significantly from what has been presented to our office, as of the date of this proposal, in our discussions with Olsson Associates, the fee schedule set out above could also change.

This proposal assumes there will be Federal and/or State funding involved in this project.

September 12, 2017

Page 2

We are not including any fees for potential appraisal reviews. Should appraisal reviews be required, an additional fee would be charged if we were required to provide the reviews.

Since there are no final construction plans available for review as of the date of this proposal, it is assumed based on the fees set out above, none of the properties, will suffer damage to the remainder and/or total property acquisition. ***If any properties might have damage to the remainder, it would be based on such things as a legal non-conformity, some form of reduced utility of the property, reduced or limited access, etc. This would include anything that would make the property less functional than it was prior to the proposed project. This can ultimately only be determined when we have final plans and legal description areas to review.***

If any remainders of properties are damaged as a result of the proposed project, requiring a complete narrative appraisal, the appraisal fee (and any potential review fees) will be higher than shown above on those given properties. The fee for appraising damages on any tract, if appropriate, will be negotiated at the time such damage is determined, between our office and the appropriate contact for Olsson Associates.

There is no relocation fees included in the above figures. If relocation services are needed for any tract, the fee for these relocation services will be negotiated between Donoho Appraisals and the client at the time this can be determined.

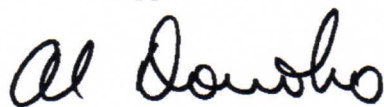
The fees set out above are for furnishing appraisals only. Any meetings pertaining to acquisitions that have not been settled during normal negotiations, and are carried forward through the eminent domain process by Water Services, will be billed at \$325 per hour. Also, any depositions, pre-trial or trial appearances will be billed at \$325 per hour.

We assume in this proposal that title reports for each tract, two copies of the half sized plans and individual tract maps will be furnished by Olsson Associates. Additionally, we will need easement documents and legal descriptions of the proposed acquisitions. It is our understanding that Olsson Associates will complete these documents, with the legal descriptions attached, and provide them to our office.

We will complete the appraisals for this project within 60 days from the time we are given notice to proceed.

Thanks for allowing us to submit a proposal on this project, it is greatly appreciated. Providing you have any questions concerning the above, please call me.

Sincerely,
Donoho Appraisals

A handwritten signature in cursive script that reads "Al Donoho".

Al Donoho, MAI, SR/WA



DONOHO APPRAISALS

APPRAISING FOR RIGHT OF WAY & LITIGATION VALUATION

September 12, 2017

Mr. Brent Johnson, PE
Olsson Associates
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

SUBJECT: Proposal to complete appraisals for the Swope Industrial Park Flyover.

Dear Mr. Johnson:

Please find listed below the appraisal costs for the Flyover in the Swope Industrial Park.

Tract #	Owner	Appraisal Cost
16	Hoelzel	850
16A	Hoelzel	850
17	Treco	850
18	Treco	850
19	Porter	950
20	CRPBII	750
20A	CRPBII	750
20B	CRPBII	750
21	CRPBII	750
22	Caber	850
23	Caber	850
24	Yarco	950
Total Appraisal Cost		\$10,000

This proposal assumes there will be a total of 12 tracts requiring appraisals. Providing the number of tracts in this proposal is reduced or increased any further from this proposal, the numbers above could change. This proposal assumes the appraisal services will commence around Winter 2017/Spring 2018. Should the project start later than this time frame, the fees set out above could change. If the project varies significantly from what has been presented to our office, as of the date of this proposal, in our discussions with Olsson Associates, the fee schedule set out above could also change.

This proposal assumes there will be Federal and/or State funding involved in this project.

September 12, 2017

Page 2

We are not including any fees for potential appraisal reviews. Should appraisal reviews be required, an additional fee would be charged if we were required to provide the reviews.

Since there are no final construction plans available for review as of the date of this proposal, it is assumed based on the fees set out above, none of the properties, will suffer damage to the remainder and/or total property acquisition. ***If any properties might have damage to the remainder, it would be based on such things as a legal non-conformity, some form of reduced utility of the property, reduced or limited access, etc. This would include anything that would make the property less functional than it was prior to the proposed project. This can ultimately only be determined when we have final plans and legal description areas to review.***

If any remainders of properties are damaged as a result of the proposed project, requiring a complete narrative appraisal, the appraisal fee (and any potential review fees) will be higher than shown above on those given properties. The fee for appraising damages on any tract, if appropriate, will be negotiated at the time such damage is determined, between our office and the appropriate contact for Olsson Associates.

There is no relocation fees included in the above figures. If relocation services are needed for any tract, the fee for these relocation services will be negotiated between Donoho Appraisals and the client at the time this can be determined.

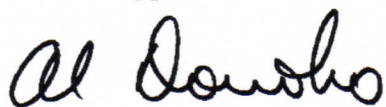
The fees set out above are for furnishing appraisals only. Any meetings pertaining to acquisitions that have not been settled during normal negotiations, and are carried forward through the eminent domain process by Water Services, will be billed at \$325 per hour. Also, any depositions, pre-trial or trial appearances will be billed at \$325 per hour.

We assume in this proposal that title reports for each tract, two copies of the half sized plans and individual tract maps will be furnished by Olsson Associates. Additionally, we will need easement documents and legal descriptions of the proposed acquisitions. It is our understanding that Olsson Associates will complete these documents, with the legal descriptions attached, and provide them to our office.

We will complete the appraisals for this project within 60 days from the time we are given notice to proceed.

Thanks for allowing us to submit a proposal on this project, it is greatly appreciated. Providing you have any questions concerning the above, please call me.

Sincerely,
Donoho Appraisals

A handwritten signature in black ink that reads "Al Donoho". The signature is written in a cursive, flowing style.

Al Donoho, MAI, SR/WA

Swope Industrial Park														
Kansas City, MO Water Services														
Hourly Breakdown of Professional Engineering & Surveying Fees														
TASK DESCRIPTIONS	SCHEDULE		Staff, Rates* and Hours			TREKK Staff					TOTAL HOURS & FEES			
	Begin	End	Project	Eng.	Admin.	Senior	Surveyor	Survey	Admin.	Principal	Hours	Prof. Fees	Reimb. Expense	TOTALS
			Manager	Tech.	Asst.	Technician	(RLS)	Crew						
			\$160	\$82	\$52	\$97	\$117	\$145	\$75	\$200				
I. Project Coordination and Meetings														
Project Coordination and Management	10/17	3/18	30								30	\$4,800		\$4,800
II. Data Collection and Survey Services - Swope Park Industrial Flood Protection														
Obtain title work (7 tracts)											0	\$0	\$2,800	\$2,800
Review project info, create exhibits and legal descriptions						21	14				35	\$3,675		\$3,675
Deliver signed/sealed exhibits									1	1	2	\$275		\$275
III. Appraisals and Acquisitions- Swope Park Industrial Flood Protection														
Complete property appraisals (11 tracts)											0	\$0	\$9,650	\$9,650
Complete property acquisitions (11 tracts)											0	\$0	\$8,350	\$8,350
IV. Data Collection and Survey Services - Swope Park Flyover														
Obtain title work (12 tracts)											0	\$0	\$4,800	\$4,800
Review project info, create exhibits and legal descriptions						36	24				60	\$6,300		\$6,300
Deliver signed/sealed exhibits									1		1	\$75		\$75
V. Appraisals and Acquisitions- Swope Park Flyover														
Complete property appraisals (12 tracts)											0	\$0	\$10,000	\$10,000
Complete property acquisitions (12 tracts)											0	\$0	\$9,000	\$9,000
TOTAL ALL TASKS:			30	0	0	57	38	0	2	1	128	\$15,125	\$44,600	\$59,725
* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier														

ATTACHMENT 8

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: <u>Donoho Appraisals</u> Email: <u>Aldonoho@aol.com</u>	Address: <u>PO Box 24365, Shawnee Mission, KS 66283</u> Phone: <u>913-814-7800</u> Fax: <u>913-814-7636</u>
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: Olsson Associates
 Submitted By: Brent Johnson
 Title: Team Leader
 Telephone No.: 913-381-1170
 Fax No.: 913-381-1174
 E-mail: bmjohnson@olssonassociates.com
 Date: 9/21/17

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 12

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00, \$12,040.00 and \$7,280.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$7,610.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 12, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.12 is for additional a cultural resources survey contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 4 Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$281,941.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2

- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4
- G. Not to exceed \$5,806.00 for Amendment No. 5
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services)
- I. Not to exceed \$99,770.00 for Amendment No. 7
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services)
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services)
- L. Not to exceed \$12,040.00 for Amendment No. 10
- M. Not to exceed \$7,280.00 for Amendment No. 11
- N. Not to exceed \$7,610.00 for Amendment No. 12

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

A. 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.

B. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 9 Attachment to Part I

Add: Attachment 8 Non Construction Subcontractor List

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

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

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

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

DESIGN PROFESSIONAL

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

By: Brenda McJohn
Title: Team Leader

Date: _____

KANSAS CITY, MISSOURI

By: Jerry Cook
Title: Director of Water Services

Date: 6/8/17

Approved as to form.
[Signature]
Assistant City Attorney

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

by Lee M. Keys 6-8-17
Director of Finance (Date)

SCOPE OF SERVICES

East Fork Line Creek – Stream Stabilization Improvements

Kansas City, MO

Supplement No. 1

This scope of services describes the additional items and tasks required for completion of the Corps of Engineers 404 Individual Permit. These professional services will be provided in addition to the previous task agreement between the City of Kansas City and Olsson Associates, and shall include a cultural resources survey for improvements to the Project.

1. ENGINEERING, SURVEY AND PROJECT MANAGEMENT SERVICES (Olsson Associates)

Olsson Associates shall manage the scope under this amendment, including client meetings and subconsultant coordination for a cultural resources survey. A cultural resources survey to comply with Missouri State Historic Preservation Officer Request.

2. CULTURAL RESOURCES SURVEY (Mustardseed Cultural & Environmental Services, LLC)

As part of the U.S. Army Corps of Engineers (COE) review of the Individual 404 permit process, the State Historic and Preservation Office is requiring that a cultural resources survey of the project area be conducted. The cultural resource survey will determine if any cultural properties of historic significance will be affected by the proposed project.

Professional services shall include:

- Background Research
- A Phase I Archaeological Survey
- A technical survey report for submission to the State Historic Preservation Office.

ATTACHMENT 8

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.	SK Design Group, Inc. Name: <u>Gary Urkevich</u> Email: <u>gurkevich@skdg.com</u>	Address: <u>4600 College Boulevard</u> <u>Overland Park, Kansas 66211</u> Phone: <u>(913) 451-1818</u> Fax: <u>(913) 451-1818</u>
2.	TREKK Design Group, LLC Name: <u>Kimberly Robinett</u> Email: <u>krobinett@trekkdesignergroup.com</u>	Address: <u>1411 E 104th Street</u> <u>Kansas City, Missouri 64131</u> Phone: <u>(816) 874-4655</u> Fax: <u>(816) 874-4675</u>
3.	Mustardseed Cultural and Environmental Services, LLC Name: <u>Ike Francis</u> Email: <u>ifrancis@m-c-e-services.net</u>	Address: <u>222 W Gregory Boulevard, Suite 211</u> <u>Kansas City, Missouri 64114</u> Phone: <u>(816) 333-2424</u> Fax: <u>(816) 572-6328</u>
4.	Hg Consult, Inc. Name: <u>Bob Goodwillie</u> Email: <u>rgoodwillie@hgcons.com</u>	Address: <u>10512 N Euclid Avenue</u> <u>Kansas City, Missouri 64155</u> Phone: <u>(816) 912-4720</u> Fax: _____
5.	SE3, LLC Name: <u>Vernal Stewart</u> Email: <u>vwiskur@se3.us</u>	Address: <u>230 SW Main Street, Suite 213</u> <u>Lee's Summit, Missouri 64063</u> Phone: <u>(816) 272-5545</u> Fax: <u>(816) 817-0747</u>
6.	VSM Engineering, LLC Name: <u>Valerie McCaw</u> Email: <u>vmccaw@vsmkc.com</u>	Address: <u>8008 NW Chatham Avenue</u> <u>Kansas City, Missouri 64151</u> Phone: <u>(816) 914-1788</u> Fax: <u>(816) 746-8886</u>
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:	<u>Olsson Associates, Inc.</u>
Submitted By:	<u>Tony Stanton</u>
Title:	<u>Vice President</u>
Telephone No.:	<u>(913) 381-1170</u>
Fax No.:	<u>(913) 381-1174</u>
E-mail:	<u>tstanton@olssonassociates.com</u>
Date:	<u>February 16, 2017</u>

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 11

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00, \$0.00 and \$12,040.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$7,280.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 11, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.11 is for additional survey services contained in **Exhibits A and B** .

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$274,331.00. **(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)**, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2

- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4
- G. Not to exceed \$5,806.00 for Amendment No. 5
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services)
- I. Not to exceed \$99,770.00 for Amendment No. 7
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services)
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services)
- L. Not to exceed \$12,040.00 for Amendment No. 10
- M. Not to exceed \$7,280.00 for Amendment No. 11

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

N. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.

O. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By: 

Title: Vice President

Date: 1/18/17

KANSAS CITY, MISSOURI

By: 


Title: Director of Water Services

Date: 2/15/17

Approved as to form:


Assistant City Attorney

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


Director of Finance

2-22-17
(Date)

EXHIBIT A

SCOPE OF SERVICES

Loma Vista Stormwater Improvements
Kansas City, MO
Supplement No. 1

These engineering services consist of completing final design and bid related services for additional survey work within the Loma Vista neighborhood that was not included in the original contract scope.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

1. Topographic Survey

Olsson was provided a survey file to design the proposed improvements upon. Additional survey work is required for the design and preparation of construction plans. The following survey elements are needed:

Field work provided:

- Re-establish horizontal and vertical control (not included in prior survey provided)
- Set and tie horizontal and vertical control points for future reference
- Topographic survey of the proposed detention basin located west of Eastern Avenue (the detention basin area was not previously surveyed)
- Survey the invert sanitary and storm sewers (not included in prior survey provided)
- Locate property corners to verify ownership (not included in prior survey provided)
- Survey bore holes for determination of waterlines

Office work provided:

- Incorporate base map of detention area into topographic survey file
- Merge previous survey and new topographic survey to create single base map
- Re-establish right of way and property ownerships
- Convert existing survey file to KCMO datum (file was using a local datum)

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 10

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5, 6, 7, 8 & 9 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00, \$99,770.00, \$0.00 and \$0.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$12,040.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 10, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.10 is for optional service to obtain an individual U.S. Corp. of Engineer's permit for East Fork Line creek as contained in **Exhibits A and B in Contract Amendment #7.**

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$267,051.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2
- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4
- G. Not to exceed \$5,806.00 for Amendment No. 5
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services)
- I. Not to exceed \$99,770.00 for Amendment No. 7
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services)
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services)
- L. Not to exceed \$12,040.00 for Amendment No. 10

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

M. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.

N. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By: 

Title: Vice-President

Date: 12/7/16

KANSAS CITY, MISSOURI

By: 

Title: Director, Water Services

Date: 1/6/17

Approved as to form:


Assistant City Attorney

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

 by De McKinnis 1-12-17
Director of Finance (Date)

SCOPE OF SERVICES

East Fork Line Creek - Stream Stabilization Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of final design and bid related services for stream bank stabilization on East Fork of Line Creek in Kansas City, MO. The study area included the stream reach running immediately west of Hickory Street and Liberty Street from NE 74th Street downstream to NW 68th Street. The East Fork of Line Creek in the study area was previously studied and the final design of the improvements will follow the recommended options for the top two priority areas A and D identified improvement areas in the 5/27/2016 East Fork Line Creek Fluvial Geomorphic Evaluation.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Facilitate a project kick-off/pre-design meeting with City staff to review the criteria, goals, schedule and other key items for the project.
- B. Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings.
- C. Prepare resident notification letter and questionnaire to inform residents of the project, field surveys, and collect input to confirm or update data collected with previous public meetings.
- D. Status meetings will be held with City staff once per month throughout the project or as frequently as the Project Manager deems necessary.
- E. The Consultant shall perform and follow the City's standard utility coordination procedures and maintain a log of correspondence.
- F. The City will schedule and coordinate one (1) public meeting. The consultant will prepare exhibits (boards, PowerPoint, handouts as appropriate) illustrating project improvements, easements and property impacts. Consultant staff members will be on hand to present the proposed improvements and answer any related questions regarding the project.

II. Data Collection, Survey and Base Map

- A. Consultant will utilize GIS data including aeriels, contours and available planimetrics, as well as current available floodplain data (modeling, digital GIS layers, etc) provided by the City.
- B. Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.

- C. A detailed topographical survey of the areas to be improved will be performed for use in completing final design documents for bid and construction. The survey shall include ground survey of the area to be improved focusing on the immediate channel area; City LiDAR data will be used and combined with the field survey data. Data collected will include any physical improvements such as walls, pavements, sewers and utilities; pipes and other drainage structures; fences; buildings with low opening elevations; sidewalks, and vegetation masses.
- D. Utility locates will be performed and the marked utilities will be shown on the field topographic survey.
- E. Consultant will research plats, deeds, easements, and any other documents required to establish property and right-of-way boundary information in the base mapping.
- F. The Consultant will develop an AutoCAD drawing that combines the GIS data sets and topographic survey.
- G. Verify/Establish Vertical and Horizontal Control

Preliminary Design

A. Geotechnical Evaluation

- 1. Soil and bedrock test borings will be drilled in accessible areas on top of the stream slope/bank at locations deemed necessary based on the Concept Report. It is assumed that no more than five (5) borings will be required. The borings will be performed with either a drill rig or, where access is not possible due to trees or property owner constraints, hand augering techniques. The borings advanced with the rig will be drilled to practical auger refusal on bedrock or 25 feet, whichever occurs first. The hand auger borings will be advanced to practical hand auger refusal, which we anticipate will occur within 5 to 8 feet of the ground surface. The exposed soils in the channel banks and within the channel will also be visually documented.
- 2. Samples of the soil and bedrock collected in the borings will be tested for geotechnical engineering properties for use in the geotechnical evaluation and design of excavations and bank stabilization measures.
- 3. Global slope stability analyses will be performed using the results of the field and laboratory testing programs.
- 4. Discussion of the geotechnical evaluation will be included in a design memorandum. The geotechnical evaluation will include a discussion of the field and laboratory exploration programs, presents the results of the global stability assessments, and provides geotechnical recommendations regarding earthwork activities.

B. Preliminary Design Plans

- 1. Develop design elements from the previously completed East Fork Line Creek Concept Design Report to approximately 60% progress stage with draft specifications.
- 2. The proposed system will be modeled utilizing the available Draft floodplain mapping completed for the Line Creek watershed.
- 3. The improvements will be evaluated utilizing design flows and generally accepted geomorphology principles to determine system stability.

4. **Vegetation and plant selection will be consistent with upstream plant species, where appropriate, and vegetation considerations will include macro invertebrate habitat, improved water quality, ease of establishment, expectations of long-term success, ease of future maintenance, and budget constraints.**
 5. **At a minimum the Consultant shall include the following sheets:**
 - i. **Cover Sheet and General Project Notes**
 - ii. **Watershed Map and Design Data**
 - iii. **General Layout Plan**
 - iv. **Typical Channel Sections**
 - v. **Channel Plan and Profiles**
 - vi. **Bank Stabilization Plans**
 - vii. **Planting Plans**
 - viii. **Utility Relocations (if necessary)**
 - ix. **Cross Sections**
 - x. **Details of key improvements**
 6. **Drawings shall be prepared in accordance with the City of Kansas City drawing standards.**
 7. **Any comments from the City regarding the Concept Design Report shall be incorporated into the preliminary plans.**
 8. **Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.**
- C. **Prepare and submit and preliminary opinion of project costs.**
- D. **Conduct a Field Check meeting with City staff.**
- E. **Distribute Plans to utility companies for feedback and notification of the project intent.**
- F. **Submit three (3) sets of preliminary plans, including preliminary cost estimate and property and easement requirements, to the City staff for review and approval.**

V. Property and Easements

- A. **Furnish legal descriptions and exhibits of the proposed takings. It is anticipated that easements will be needed on thirteen (13) properties. Title reports will be obtained and paid by the City.**

VI. Permitting

Note: all application fees to regulatory agencies will be paid by the City.

- A. **Waters of the U.S. Jurisdictional Evaluation and Delineation: The Consultant will conduct a desktop review and field visit to identify the location, size and type of jurisdictional waters on the project site and document the findings.**
- B. **US Army Corps of Engineers (USACE) Section 404 Nationwide Permit**

1. The Consultant will prepare a Section 404 Permit Application Report and the justification needed for the Corps to authorize a Section 404 Nationwide Permit. Preparation of the application will include:
 - One (1) meeting with USACE KC District regulatory staff
 - Report to the USACE that meets the requirement of a Nationwide Permit preconstruction notification.
 - A description of the purpose and need for the project
 - Calculation of mitigation costs, if required.
 2. While the design will work to keep the project impacts within the limits of an authorized Nationwide Permit, it is possible the project would require an Individual Permit. This scope item and fee is itemized separately and included in the Fee Table, but will not be utilized if an Individual Permit is not required.
- C. Submit Land Disturbance Permit for the Project to Missouri Department of Natural Resources (MDNR).
- D. City Land Disturbance Permit:
The Consultant will provide exhibits and plans to the City and work cooperatively with City staff to complete the Land Disturbance permit and Storm Water Pollution Prevention Plan.
- E. Floodplain Development Permit:
The Consultant will complete forms provided by the City and provide appropriate information for the City to issue a Floodplain Development Permit for the project.

VII. Final Plan Development

A. Final Plan Preparation

1. Preliminary plans shall be revised to incorporate written comments from the City and other agencies and stakeholders.
2. The Final Plans shall include at a minimum:
 - i. Cover Sheet
 - ii. General Project Notes and Summary of Quantities
 - iii. Watershed Map and Design Data
 - iv. General Layout Plan
 - v. Project Requirements and Summary of Quantities
 - vi. Easement Plan
 - vii. Demolition Plan
 - viii. Typical Channel Sections
 - ix. Channel Plan and Profiles
 - x. Bank Stabilization Plans
 - xi. Landscape and Planting Plans
 - xii. Cross Sections

xiii. Construction Details

xiv. Erosion Control Plan

3. Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.
4. Three (3) sets of full size paper plans and specifications will be provided to the City for review and comment as well as one electronic set in pdf format.
5. The Consultant will meet with City staff to review the plans, obtain comments, and make appropriate revisions for the final bid/construction set.

B. Prepare final opinion of probable construction costs.

C. Special Provisions:

Consultant shall prepare special provisions for any items not covered in the City's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid. City will prepare advertising and bidding documents.

D. Distribute Final Plans to utility companies. Schedule and attend a utility coordination meeting to discuss scheduling of potential relocations.

E. Maintenance and Management Plan:

Consultant shall meet with Water Services maintenance staff to develop a Maintenance and Management Plan. The Plan will include the maintenance activities anticipated during the vegetation establishment period as well as long term maintenance recommendations to facilitate sustainable and functional site conditions. In addition, a discussion of control of nuisance species will be provided along with recommendations for removing those unwanted species from the site.

VIII. Bidding and Construction Phase Assistance

Bid documents will be submitted to the City for distribution to contractors during the bidding process. All reproduction of plan sets and specifications will be the City's responsibility. Addendums necessary for the project will be completed by Olsson. Olsson will also attend the project bid opening, respond to questions and clarifications during the bidding process, and review bids prepared by contractors.

Section 00700 Construction General Conditions ("GCs") for this project is incorporated. The Design Professional shall provide the following services required in Section 00700.

- Attend Pre Construction Conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
- Designate a representative(s) to attend meetings at the job site and review construction procedures upon request, up to a maximum of 3 site visits or meetings.
- Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
- Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.

- Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
- Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
- Determine Unit Prices in accordance with Sec. 00700, Article 9.
- Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities in accordance with Sec. 00700, Article 14 upon request. This work is not anticipated except in special circumstances.
- Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.
- Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
- Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16.

Potential or Optional Services

The following services are not included in the Base Scope, but are provided for reference should the work be required or desired at a later date by the City:

Activated by Contract Amendment No. 10: USACE Individual Permit. If the wetland or stream impacts do not meet the minimum standards of a nationwide permit following the Corps of Engineers' review, then an Individual Permit will be required.

The Individual Permit will include:

- Report to the USACE that meets the requirements of an Individual Permit.
- Project description including impacts to wetland and streams.
- Calculation of mitigation costs.
- Alternatives analysis including coordination with the city on potential alternatives.
- Addressing public review comments including agency comments.

Limitations:

- Changes in project design or location, that require changes to the report, will require additional fee.
- Agency or client meetings, other than phone call discussions, require additional fee.

Optional: FEMA Conditional Letter of Map Revision and Final Letter of Map Revision (CLOMR, LOMR)

- The Consultant will prepare a CLOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted around the conclusion of Preliminary Design. FEMA application fees will be paid by the City.
- The Consultant will prepare a final LOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted after construction and as-built survey. FEMA application fees will be paid by the City.

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Sanitary sewer relocation plans or adjustments.
- Phased traffic control plans and detours. An assumption is that full road closures will not be necessary during construction.
- All property title work shall be provided by the City.
- Pre-bid conference.
- Construction observation and testing.



November 30, 2016

City of Kansas City, MO
Water Services Department
ATTN: Mr. Robert A. Davis
4800 East 63rd Street
Kansas City, Missouri 64130

**RE: Contract 320 – On-Call Stormwater Engineering
Task 7 – East Fork Line Creek, USACE Permitting**

Dear Mr. Davis:

As discussed, following our conversations and meeting with the Kansas City District US Army Corps of Engineers, the above project will require a 404 permit application that meets the requirements of an Individual Permit rather than a Nationwide. Our base fee covered a Nationwide Permit, but we understood a more exhaustive Individual Permit application could be required and therefore included a fee allowance in our contract in the amount of \$12,040.00 for that effort. We therefore request authorization to utilize this additional fee allowance for the completion of the Individual Permit process with the Corps of Engineers.

If you have any questions, please contact me at 913-381-1170.

Thank you,

A handwritten signature in black ink, appearing to read 'Tony Stanton', is written over a light blue horizontal line.

Tony Stanton, PE
Vice President

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 9

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5, 6, 7 & 8 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00 \$99,770.00 and \$0.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$0.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 9, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.9 is for stormwater specification review and standardization. Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$255,011.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)*** as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2

- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4
- G. Not to exceed \$5,806.00 for Amendment No. 5
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services)
- I. Not to exceed \$99,770.00 for Amendment No. 7
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services)
- K. Not to exceed \$0.00 for Amendment No. 9 (\$16,500.00 out of general stormwater services)

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- L. **Method of Payment.** Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- M. **Condition Precedent to Payment.**

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By: 

Title: Vice President

Date: 9/6/16

KANSAS CITY, MISSOURI

By: 

Title: Director, Water Services

Date: 10/7/16

Approved as to form:


Assistant City Attorney

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

Director of Finance (Date)

SCOPE OF SERVICES

Stormwater Specification Updates **Kansas City, MO**

This scope of services describes the items and tasks required for completion of updates and revisions to the stormwater construction specifications. The stormwater construction specifications will be updated in format and verblage to be consistent with the sanitary sewer system construction specifications provided, as well as updates needed to be in conformance with current construction materials and practice. This includes review, comparison, and revisions for approximately 100 sections of the stormwater construction specifications, and consultation with City staff. The key components of the project scope are as follows:

1. DATA COLLECTION AND REVIEW

- 1.1 Collect existing stormwater construction specifications and itemize sections to be reviewed. Identify sections included in the sanitary sewer specifications not currently in the stormwater specifications. These sanitary sewer specification sections will be incorporated into the stormwater construction specifications as either new sections or updates to existing specifications.
- 1.2 Obtain feedback from City staff regarding comments or passages needing revision which have been previously identified by City staff or others.

2. SPECIFICATION UPDATES

- 2.1 Complete a maximum of five (5) new stormwater specifications in format and verblage. Meet with City staff to review specification in format and content to ensure the results of the revision process are consistent with the vision of City staff. Comments from staff will be incorporated into the revision process for other sections to be updated.
- 2.2 Complete updates to all stormwater specification sections with "Track Changes" on. Where needed, update materials or procedures to be consistent with current construction industry practices. Where possible, references to existing City material specifications will be utilized in lieu or replicating verblage in the stormwater specifications.
- 2.3 Identify stormwater specification sections that could be deleted, and identify sanitary sewer specification sections that should be incorporated into the stormwater specifications. Incorporate the new sections into the stormwater specifications.
- 2.4 Compile the list of stormwater specifications for which additional input is needed due to content. This could include decision on acceptable installation practices, material types or specifications, measurement and payment terms, subsidiary items, or other topics for which City input is needed to complete the content of the specification.
- 2.5 Meet with City staff to review stormwater specifications to be deleted, added, and those for which City input is needed.

3. SPECIFICATION QA/QC

- 2.6 Complete updates to specification sections and provide copies for a third party review. Proposed stormwater specification sections will be provided in two sets, one showing changes tracked, and the other with all proposed changes accepted.

EXHIBIT A

- 2.7** Incorporate comments from the City into final stormwater specifications. Provide to the City updated stormwater specifications in both .pdf and .docx format.

Hourly Fee Estimate and Schedule:
East Fork Line Creek Stream Stabilization

EXHIBIT B

TASK DESCRIPTIONS	SCHEDULE			OLSSON Staff, Rates* and Hours					SK Design			TOTAL HOURS & FEES		
	Duration (weeks)		End	Senior Engineer \$165	Sr Proj. Engineer \$160	Project Engineer \$120	Admin. Asst. \$73	Sr. Eng. \$160	Design Eng./Tech \$106	Hours	Prof. Fees	Reimb. Expense	TOTALS	
	Begin	End												
1. Data Collection & Review	8/29	1	9/5	1	4		4			9	\$1,067		\$1,067	
2. Specification Updates	9/5	3	9/26	7	60		36			103	\$13,383	\$100	\$13,483	
3. QA/QC Review	9/26	1	9/30					12		12	\$1,920		\$1,920	
TOTAL ALL TASKS:				8	64	0	40	12	0	124	\$16,400	\$100	\$16,500	

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 8

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5, 6 & 7 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00, \$0.00 and \$99,770.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$0.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 8, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.8 is for structural design for curb inlet, field inlet, and junction boxes for revising the standard drawings. Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$255,011.00. **(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)**, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2

- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4
- G. Not to exceed \$5,806.00 for Amendment No. 5
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services fund)
- I. Not to exceed \$99,770.00 for Amendment No. 7
- J. Not to exceed \$0.00 for Amendment No. 8 (\$13,580.00 out of general stormwater services fund)
 - 1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 - 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 - 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 - 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 - 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- K. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- L. Condition Precedent to Payment.
 - 1. It shall be a condition precedent to payment of any invoice from Design

Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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


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

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

DESIGN PROFESSIONAL


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

Date: JULY 18, 2016

By: 
Title: S. U. P.

KANSAS CITY, MISSOURI

Date: 8/20/16

By: 
Title: Director, Water Services

Approved as to form:


Assistant City Attorney

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

N/A
Director of Finance (Date)

EXHIBIT A

SCOPE OF SERVICES

Structural Design for Curb Inlet, Field Inlet, and Junction Boxes for Revising the Standard Drawings

These engineering services consist of developing design criteria, provide structural designs, and assist KCMO staff with the development of construction drawings for revisions to the inlet and junction box standards. This task order would fall under existing Contract No 320, On-Call Stormwater Engineering Services, dated 8/11/15.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

1. Project Management and Meetings

Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication. This includes but is not limited to the following tasks:

- Updates to the Client via phone or email as needed.
- Progress updates with monthly invoices that detail work progress related to schedule and budget.
- One coordination meeting with City staff to review preliminary recommendations.
- One final review meeting with City staff to review deliverables and updated standards.

2. Structural Design

Olsson will provide structural designs for KCMO Water Service's inlet and junction box standards. It is understood that the standards will be analyzed and amended, as necessary, to reflect current design standards from a set of acceptable design criteria. It is understood that the drawings will be revised to include upper bound dimensional limits where the standard will be applicable. Any boxes required that would be beyond these limits, would no longer be covered by the scope of these designs.

Designs will be provided that provide concrete thicknesses and reinforcing for the following limits;

Design #1: (3' to 10' long) x (up to 7' deep)

Design #2: (3' to 10' long) x (7.1' to 10' deep)

Designs will determine the required amounts of reinforcing, slab and wall thicknesses, and relevant specifications necessary for their construction.

Affected Standards: CI-1, CI-2, CI-3, JB, GI-1, GI-2 and FI (See Attachment 1)

EXHIBIT A

Designs will be in accordance with current American Concrete Institutes (ACI-318) Building Code and Commentary and AASHTO Bridge Design Guidelines for determination of appropriate live load vehicles.

The following feature elements of these standards are excluded from this analysis since they are assumed to be adequately performing.

Design of Steel Manhole Lid/Frame
Design of Steel Inlet Frame (throat)
Design of precast adjustment rings

The final deliverable will be a memorandum that provides a summary of the recommended design parameters & redlined copies of the existing standards for the purpose of KCMO's drafters to update the existing standard drawings. Signed and sealed supporting calculations will be prepared by a licensed engineer in the State of Missouri. Three color copies (8.5x11) with an indexed PDF of the memorandum and supporting calculations will be provided.

3. Quality Assurance/Quality Control

All calculations and deliverables prepared as part of this project will be reviewed by qualified Olsson staff (Senior Structural Engineer) who was not involved in the production. This quality control review will be of sufficient detail and effort to thoroughly review the calculations, plans, and specifications. The quality control review will focus on constructability, design practice, value, and conformance with client expectations.

4. Construction Drawing Review

Olsson will provide a review of the updated standard drawings to verify that comments were incorporated and the design intent was met within the details and specifications.

Exclusions:

Geotechnical Investigation
Cost Estimating
Life-cycle cost analyses
Global Stability Analyses
Hydraulic Analyses
Environmental Services

Structural Design for Curb Inlet, Field Inlet, and Junction Boxes for Revising the Standard Drawings									
Kansas City, MO Water Services									
Hourly Breakdown of Professional Engineering									
TASK DESCRIPTIONS	OLSSON Staff, Rates* and Hours				TOTAL HOURS & FEES				
	Project Principal \$175	Sr. Proj. Engineer \$150	Proj. Engineer \$135	Admin. Asst. \$50	Hours	Prof. Fees	Reimb. Expense	TOTALS	
1. Project Management and Meetings	4		4	4	12	\$1,440	\$50		\$1,490
2. Structural Design	2	8	40		50	\$6,950			\$6,950
3. Quality Assurance/Quality Control	2	8	16		26	\$3,710			\$3,710
4. Construction Drawing Review	2		8		10	\$1,430			\$1,430
TOTAL ALL TASKS:	10	16	68	4	98	\$13,530	\$50		\$13,580
<i>* Estimated rates shown. Actual rates will vary based on salary of staff assigned per Master Agreement</i>									
SCHEDULE									
Notice-to-Proceed									
Prepare Preliminary Analyses & Recommendations				7/8/16					
Preliminary Review Meeting				7/8/16				7/29/16	
Incorporate Comments, Finalize Calculations, QC Review				8/2/16				8/2/16	
Deliver Memorandum with Final Design Calculations								9/2/16	
Review Updated Standard Drawings				9/5/16				9/9/16	

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 7

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4, 5 & 6 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00, \$5,806.00 and \$0.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$99,770.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 7, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.7 is for Engineering Design – East Fork Line Creek – Stream Stabilization Improvements. Specific scope, fee and schedule are contained in Exhibits A and B
Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$255,011.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3

- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$0.00 for Amendment No. 6 (\$14,785.00 out of general stormwater services)
- I. Not to exceed \$99,770.00 for proposed Amendment 7

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

J. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.

K. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design

Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

Date: 7/7/16

By: 

Title: Vice-President

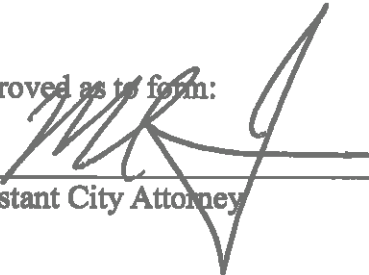
KANSAS CITY, MISSOURI

Date: 8/7/16

By: 

Title: Director, Water Services

Approved as to form:


Assistant City Attorney

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

for  8-10-16
Director of Finance (Date)

SCOPE OF SERVICES

East Fork Line Creek - Stream Stabilization Improvements Kansas City, MO

This scope of services describes the items and tasks required for completion of final design and bid related services for stream bank stabilization on East Fork of Line Creek in Kansas City, MO. The study area included the stream reach running immediately west of Hickory Street and Liberty Street from NE 74th Street downstream to NW 68th Street. The East Fork of Line Creek in the study area was previously studied and the final design of the improvements will follow the recommended options for the top two priority areas A and D identified improvement areas in the 5/27/2016 East Fork Line Creek Fluvial Geomorphic Evaluation.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

I. Project Coordination and Meetings

- A. Facilitate a project kick-off/pre-design meeting with City staff to review the criteria, goals, schedule and other key items for the project.
- B. Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings.
- C. Prepare resident notification letter and questionnaire to inform residents of the project, field surveys, and collect input to confirm or update data collected with previous public meetings.
- D. Status meetings will be held with City staff once per month throughout the project or as frequently as the Project Manager deems necessary.
- E. The Consultant shall perform and follow the City's standard utility coordination procedures and maintain a log of correspondence.
- F. The City will schedule and coordinate one (1) public meeting. The consultant will prepare exhibits (boards, PowerPoint, handouts as appropriate) illustrating project improvements, easements and property impacts. Consultant staff members will be on hand to present the proposed improvements and answer any related questions regarding the project.

II. Data Collection, Survey and Base Map

- A. Consultant will utilize GIS data including aerials, contours and available planimetrics, as well as current available floodplain data (modeling, digital GIS layers, etc) provided by the City.
- B. Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.

- C. A detailed topographical survey of the areas to be improved will be performed for use in completing final design documents for bid and construction. The survey shall include ground survey of the area to be improved focusing on the immediate channel area; City LiDAR data will be used and combined with the field survey data. Data collected will include any physical improvements such as walls, pavements, sewers and utilities; pipes and other drainage structures; fences; buildings with low opening elevations; sidewalks, and vegetation masses.
- D. Utility locates will be performed and the marked utilities will be shown on the field topographic survey.
- E. Consultant will research plats, deeds, easements, and any other documents required to establish property and right-of-way boundary information in the base mapping.
- F. The Consultant will develop an AutoCAD drawing that combines the GIS data sets and topographic survey.
- G. Verify/Establish Vertical and Horizontal Control

Preliminary Design

A. Geotechnical Evaluation

- 1. Soil and bedrock test borings will be drilled in accessible areas on top of the stream slope/bank at locations deemed necessary based on the Concept Report. It is assumed that no more than five (5) borings will be required. The borings will be performed with either a drill rig or, where access is not possible due to trees or property owner constraints, hand augering techniques. The borings advanced with the rig will be drilled to practical auger refusal on bedrock or 25 feet, whichever occurs first. The hand auger borings will be advanced to practical hand auger refusal, which we anticipate will occur within 5 to 8 feet of the ground surface. The exposed soils in the channel banks and within the channel will also be visually documented.
- 2. Samples of the soil and bedrock collected in the borings will be tested for geotechnical engineering properties for use in the geotechnical evaluation and design of excavations and bank stabilization measures.
- 3. Global slope stability analyses will be performed using the results of the field and laboratory testing programs.
- 4. Discussion of the geotechnical evaluation will be included in a design memorandum. The geotechnical evaluation will include of a discussion of the field and laboratory exploration programs, presents the results of the global stability assessments, and provides geotechnical recommendations regarding earthwork activities.

B. Preliminary Design Plans

- 1. Develop design elements from the previously completed East Fork Line Creek Concept Design Report to approximately 60% progress stage with draft specifications.
- 2. The proposed system will be modeled utilizing the available Draft floodplain mapping completed for the Line Creek watershed.
- 3. The improvements will be evaluated utilizing design flows and generally accepted geomorphology principles to determine system stability.

4. Vegetation and plant selection will be consistent with upstream plant species, where appropriate, and vegetation considerations will include macro invertebrate habitat, improved water quality, ease of establishment, expectations of long-term success, ease of future maintenance, and budget constraints.
 5. At a minimum the Consultant shall include the following sheets:
 - i. Cover Sheet and General Project Notes
 - ii. Watershed Map and Design Data
 - iii. General Layout Plan
 - iv. Typical Channel Sections
 - v. Channel Plan and Profiles
 - vi. Bank Stabilization Plans
 - vii. Planting Plans
 - viii. Utility Relocations (if necessary)
 - ix. Cross Sections
 - x. Details of key improvements
 6. Drawings shall be prepared in accordance with the City of Kansas City drawing standards.
 7. Any comments from the City regarding the Concept Design Report shall be incorporated into the preliminary plans.
 8. Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.
- C. Prepare and submit a preliminary opinion of project costs.
 - D. Conduct a Field Check meeting with City staff.
 - E. Distribute Plans to utility companies for feedback and notification of the project intent.
 - F. Submit three (3) sets of preliminary plans, including preliminary cost estimate and property and easement requirements, to the City staff for review and approval.

V. Property and Easements

- A. Furnish legal descriptions and exhibits of the proposed takings. It is anticipated that easements will be needed on thirteen (10) properties. Title reports will be obtained and paid by the City.

VI. Permitting

Note: all application fees to regulatory agencies will be paid by the City.

- A. Waters of the U.S. Jurisdictional Evaluation and Delineation: The Consultant will conduct a desktop review and field visit to identify the location, size and type of jurisdictional waters on the project site and document the findings.
- B. US Army Corps of Engineers (USACE) Section 404 Nationwide Permit

1. The Consultant will prepare a Section 404 Permit Application Report and the justification needed for the Corps to authorize a Section 404 Nationwide Permit. Preparation of the application will include:
 - One (1) meeting with USACE KC District regulatory staff
 - Report to the USACE that meets the requirement of a Nationwide Permit preconstruction notification.
 - A description of the purpose and need for the project
 - Calculation of mitigation costs, if required.
 2. While the design will work to keep the project impacts within the limits of an authorized Nationwide Permit, it is possible the project would require an Individual Permit. This scope item and fee is itemized separately and included in the Fee Table, but will not be utilized if an Individual Permit is not required.
- C. Submit Land Disturbance Permit for the Project to Missouri Department of Natural Resources (MDNR).
- D. City Land Disturbance Permit:
The Consultant will provide exhibits and plans to the City and work cooperatively with City staff to complete the Land Disturbance permit and Storm Water Pollution Prevention Plan.
- E. Floodplain Development Permit:
The Consultant will complete forms provided by the City and provide appropriate information for the City to issue a Floodplain Development Permit for the project.

VII. Final Plan Development

A. Final Plan Preparation

1. Preliminary plans shall be revised to incorporate written comments from the City and other agencies and stakeholders.
2. The Final Plans shall include at a minimum:
 - i. Cover Sheet
 - ii. General Project Notes and Summary of Quantities
 - iii. Watershed Map and Design Data
 - iv. General Layout Plan
 - v. Project Requirements and Summary of Quantities
 - vi. Easement Plan
 - vii. Demolition Plan
 - viii. Typical Channel Sections
 - ix. Channel Plan and Profiles
 - x. Bank Stabilization Plans
 - xi. Landscape and Planting Plans
 - xii. Cross Sections

xiii. Construction Details

xiv. Erosion Control Plan

3. Quality control reviews shall be performed by senior staff verifying the plans, calculations, opinion of probable construction costs, and other submittals.
4. Three (3) sets of full size paper plans and specifications will be provided to the City for review and comment as well as one electronic set in pdf format.
5. The Consultant will meet with City staff to review the plans, obtain comments, and make appropriate revisions for the final bid/construction set.

B. Prepare final opinion of probable construction costs.

C. Special Provisions:

Consultant shall prepare special provisions for any items not covered in the City's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid. City will prepare advertising and bidding documents.

D. Distribute Final Plans to utility companies. Schedule and attend a utility coordination meeting to discuss scheduling of potential relocations.

E. Maintenance and Management Plan:

Consultant shall meet with Water Services maintenance staff to develop a Maintenance and Management Plan. The Plan will include the maintenance activities anticipated during the vegetation establishment period as well as long term maintenance recommendations to facilitate sustainable and functional site conditions. In addition, a discussion of control of nuisance species will be provided along with recommendations for removing those unwanted species from the site.

VIII. Bidding and Construction Phase Assistance

Bid documents will be submitted to the City for distribution to contractors during the bidding process. All reproduction of plan sets and specifications will be the City's responsibility. Addendums necessary for the project will be completed by Olsson. Olsson will also attend the project bid opening, respond to questions and clarifications during the bidding process, and review bids prepared by contractors.

Section 00700 Construction General Conditions ("GCs") for this project is incorporated. The Design Professional shall provide the following services required in Section 00700.

- Attend Pre Construction Conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
- Designate a representative(s) to attend meetings at the job site and review construction procedures upon request, up to a maximum of 3 site visits or meetings.
- Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
- Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.

- Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
- Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
- Determine Unit Prices in accordance with Sec. 00700, Article 9.
- Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities in accordance with Sec. 00700, Article 14 upon request. This work is not anticipated except in special circumstances.
- Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.
- Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
- Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16.

Potential or Optional Services

The following services are not included in the Base Scope, but are provided for reference should the work be required or desired at a later date by the City:

Potential: USACE Individual Permit. If the wetland or stream impacts do not meet the minimum standards of a nationwide permit following the Corps of Engineers' review, then an Individual Permit will be required.

The Individual Permit will include:

- Report to the USACE the meets the requirements of an Individual Permit.
- Project description including impacts to wetland and streams.
- Calculation of mitigation costs.
- Alternatives analysis including coordination with the city on potential alternatives.
- Addressing public review comments including agency comments.

Limitations:

- Changes in project design or location, that require changes to the report, will require additional fee.
- Agency or client meetings, other than phone call discussions, require additional fee.

Optional: FEMA Conditional Letter of Map Revision and Final Letter of Map Revision (CLOMR, LOMR)

- The Consultant will prepare a CLOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted around the conclusion of Preliminary Design. FEMA application fees will be paid by the City.
- The Consultant will prepare a final LOMR for FEMA review and approval in accordance with FEMA and NFIP guidelines. This will be submitted after construction and as-built survey. FEMA application fees will be paid by the City.

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Sanitary sewer relocation plans or adjustments.
- Phased traffic control plans and detours. An assumption is that full road closures will not be necessary during construction.
- All property title work shall be provided by the City.
- Pre-bid conference.
- Construction observation and testing.

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 6

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3, 4 & 5 for \$9,984.00, \$72,714.00, \$5,252.00, \$11,485.00 and \$5,806.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$0.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 5, City and Contractor agree as follows:

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

Add the following to section 2. B.:

1. Amendment No.5 is for a Preliminary Engineering Analysis – East Fork Line Creek – Stream Stabilization Improvements. Specific scope, fee and schedule are contained in **Exhibits A, B and Attached Map of East Fork of Line Creek**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$155,241.00. *(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)*, as follows:

- B. Not to exceed \$32,215.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.
- H. Not to exceed \$14,785.00 for Amendment No. 6

- 1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 - 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 - 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 - 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 - 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- I. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
 - J. Condition Precedent to Payment.
 - 1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this

Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

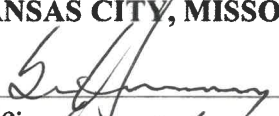
Date: 3/15/16

By: 

Title: Vice-President

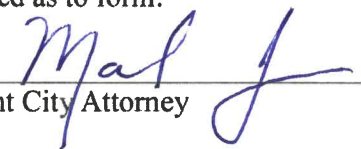
KANSAS CITY, MISSOURI

Date: 3/22/14

By: 

Title: Chief Financial Officer

Approved as to form:


Assistant City Attorney

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

N/A
Director of Finance (Date)

SCOPE OF SERVICES

***Preliminary Engineering Analysis:
East Fork Line Creek - Stream Stabilization Improvements
Kansas City, MO***

This scope of services describes the items and tasks required for completion of engineering analyses and stream bank stabilization recommendations on East Fork of Line Creek in Kansas City, MO. The study area includes the stream reach running immediately west of Hickory Street and Liberty Street from NE 74th Street downstream to NW 68th Street (see attached map for reference). The bank stabilization recommendations will focus on two PIAC identified locations at 1213 NE 74th Street and 7014-7022 N. Hickory Street; however, the stream reach will be evaluated as a system and recommended improvements will aim to stabilize the reach as a whole. Potential downstream and upstream flood impacts will be evaluated as well. The key components of the project scope are as follows:

1. DATA COLLECTION, BASE MAPPING & REVIEW

- 1.1 Collect, compile and evaluate available City and other watershed data including, but not limited to, the following:
 - Historical aerial photography available through the City and USDA
 - Prior citizen complaint logs and known problem locations
 - City GIS data: contours, streams, aerial images, sanitary sewers, utilities, parcels
 - Planned City storm drainage, roadway, and sanitary sewer improvement projects
 - Soils data
 - Existing and proposed FEMA floodway and floodplain delineations and model data
 - Major utility corridors
- 1.2 Compile all the above data into a GIS project base map to be used for evaluations, data management, and recommendations in subsequent tasks.

2. GEOMORPHIC ASSESSMENT & FIELD INVESTIGATIONS

- 2.1 A comparison of present channel alignment with older aerial photos will be performed. The interpretation of aerial photography will involve tracing stream thalwegs visible in aerial photographs from the past 40 years available through the City and USDA, then evaluating how the land uses and associated channel conditions have changed over time. Stream tracing shape files for key time intervals will be mapped and evaluated.
- 2.2 Based on initial aerial mapping analysis, identify and further project if the stream has the potential to continue to migrate at an aggressive rate, or if it is diminishing or halted. Identified areas will be evaluated in greater detail in the field investigations.
- 2.3 Perform field geomorphic analysis and inventory of the East Fork of Line Creek. Critical areas will receive particular attention, but the full length of stream will be investigated systematically. A field assessment form will be utilized to log results. Assessments will focus on those areas where assets are threatened. The field

EXHIBIT A

investigations will include:

- a) Assessment of bank material composition and erodibility by observations of vegetation cover, bank angle, stratigraphy, and lithology of bank deposits or materials will be conducted.
- b) Assess and determine the stream dynamics causing channel instability – progressing head-cuts, down-cutting, meander migration, overall widening and channel scour.
- c) Visual geotechnical evaluations will be performed in potential bank stabilization locations to determine weak soil zones, unstable channel bank slopes, and evaluate the overall geologic profile of the project areas.

Periodic stable channel sections will be measured to help guide the restoration design. These stable channel sections will be periodic and will vary based on field observations. The field measurements at stable sections may include:

- a) In critical areas, a rapid field measurements will be performed to identify, "bank full" section. Available LiDAR topography will be used to estimate the longitudinal thalweg and low terrace profiles. This will be used to determine stable riffle-pool spacing, shelf heights and slopes, as applicable. Cross-sections at reference locations will be measured to determine the reference channel size for use in geomorphic-hydraulic analyses.
 - b) "Pebble counts" of the active channel may be performed in select reference locations to understand the size of the bed material present for transport and the distribution of material over the bed for roughness and sediment transport estimates.
- 2.4 Place assessment findings information on GIS base map indicating location of significant incised or unstable channel banks, head-cuts, and threatened property and infrastructure. Populate database with findings from the field investigations, problem locations and problem severity.
- 2.5 A brief design memo will be submitted that explains the geomorphic context of the project reach. The processes affecting channel dimensions and sediment transport based on the data collected will be discussed. The memo will address stream discharge, stream power, and sediment transport concerns. A detailed photographic log of the current channel conditions will be included in the memo.

3. RECOMMENDATIONS AND CONCEPT PLANS

- 3.1 Based on above investigations, prepare up to two (2) improvement alternatives for stabilizing the project reach. Each alternative will be evaluated for potential floodplain impacts or benefits utilizing current effective floodplain model data (provided by City). Prepare plan and cross-section exhibits of the existing channel and proposed alternatives. Green or non-structural solutions that provide ecologic benefit or no negative impact will be evaluated first, but possible structural solutions will also be evaluated if conditions prohibit non-structural options.
- 3.2 Prepare and submit a brief Design Alternatives Memorandum describing and illustrating the proposed alternatives, benefits and impacts, permitting implications, maintenance estimated costs, and recommended alternative.

Schedule:

Preliminary recommendations provided to City by April 1, 2016

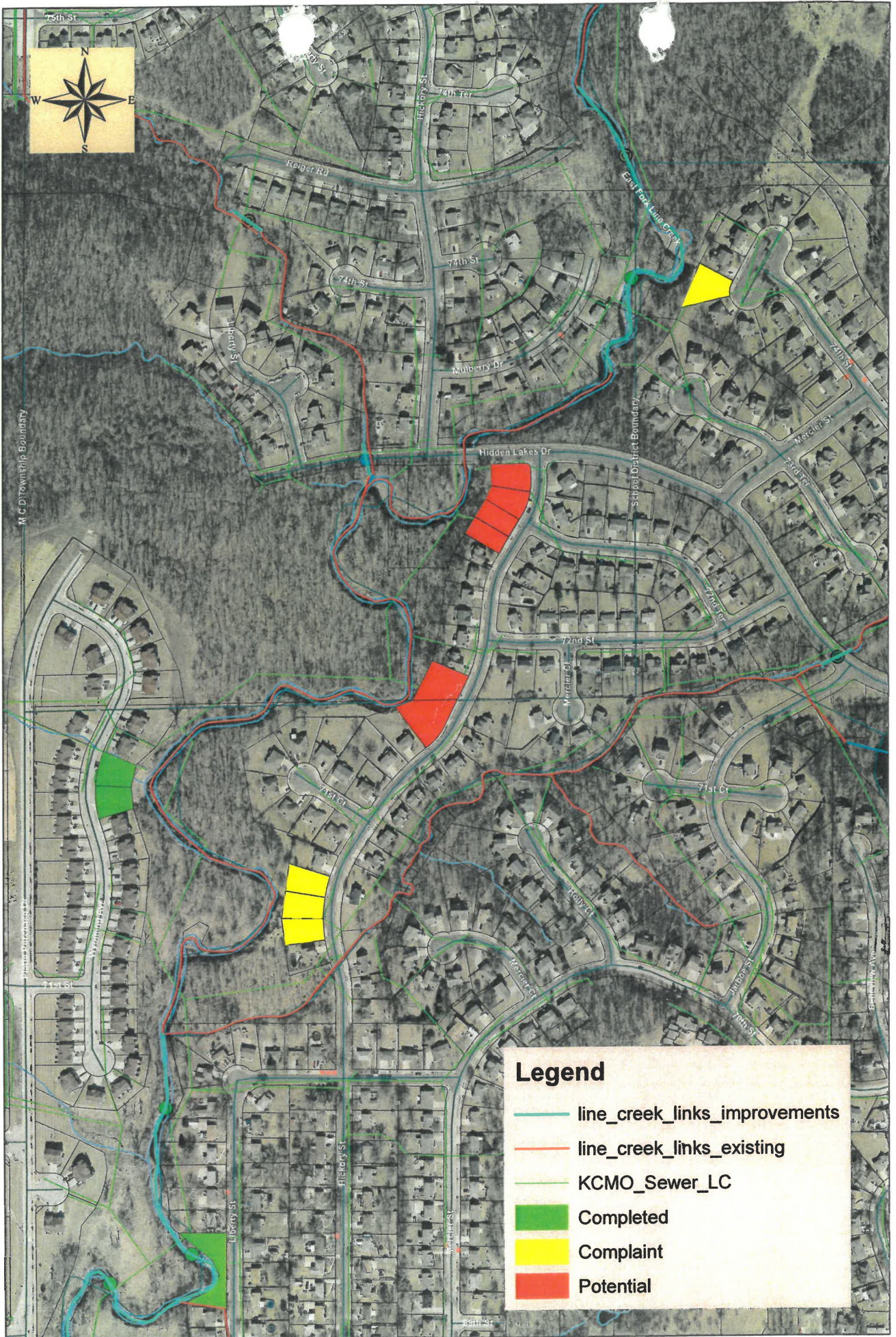
Final recommendations and report submitted by April 30, 2016

Assumptions:

1. Geotechnical borings and detailed topographic surveys are excluded from this scope, but can be provided if budget and schedule allow, with City's approval.
2. The City will provide current effective floodplain models.
3. Final deliverables are concept level only and not final construction documents.

Hourly Fee Estimate and Schedule:
East Fork Line Creek Stream Stabilization

TASK DESCRIPTIONS	OLSSON Staff, Rates* and Hours						TOTAL HOURS & FEES			
	Project Principal	Sr. Proj. Engineer	Project Engineer	Sr. Scient. (Geomorph)	Proj. Ecologist	Eng. Tech	Hours	Prof. Fees	Reimb. Expense	TOTALS
	\$175	\$150	\$120	\$130	\$96	\$82				
1. Data Collection & Base Map	1		4		4		9	\$1,039		\$1,039
2. Geomorphic Assessment & Field Invest.	2	8		24	4		38	\$5,054	\$300	\$5,354
3. Recommendations & Concept Plans	4	12	10	18	4	24	72	\$8,392		\$8,392
TOTAL ALL TASKS:	7	20	14	42	12	24	119	\$14,485	\$300	\$14,785



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DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 5

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2, 3 & 4 for \$9,984.00, \$72,714.00, \$5,252.00 and \$11,485.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$5,806.00 for the following additional services;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Amendment No. 5, City and Contractor agree as follows:

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

Add the following to section 2. B.:

Amendment No.5 is for a Phase I Environmental Site Assessment for 3301 Gardner Avenue (Project # 82000062) Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$155,241.00. *(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)*, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.

- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4.
- G. Not to exceed \$5,806.00 for Amendment No. 5.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment 2.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in Attachment 2.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of Attachment 2. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

H. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.

I. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount

- of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

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

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

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

DESIGN PROFESSIONAL

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

By: 

Title: Vice President

Date: 1/20/16

KANSAS CITY, MISSOURI

By: 

Title: Director, Water Services

Date: 1/31/16

Approved as to form:


Assistant City Attorney

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

by  2-5-2016
Director of Finance (Date)

EXHIBIT A

SCOPE OF SERVICES

***Phase I Environmental Site Assessment
3301 Gardner Avenue
Kansas City, MO***

These engineering services consist of a Phase I Environmental Site Assessment (ESA) for the Kansas City, Missouri Water Services Department's (WSD's) potential purchase of property located at 3301 Gardner Avenue in Kansas City, Missouri. We understand that the WSD is potentially interested in purchasing this property for the construction of a stormwater detention basin. Based on Google Earth imagery and a figure provided, it is our understanding that the property is currently undeveloped with the exception of an L-shaped building near the southwest corner. Furthermore the information provided indicates the property is owned by Harold L. Frank, located in Kansas City, Missouri's Northeast Industrial District, consists of 3.8 acres and falls into the land use category for light industry/storage/distribution/vehicle sales/service.

The objective of the Phase I ESA will be to evaluate the potential for soil and/or groundwater contamination at the site which may have resulted from the storage, use, and/or disposal of hazardous or petroleum substances at the site or from potential off-site sources.

The assessment will be accomplished by, and limited to, a review of presently and readily available pertinent documentation regarding past and current site use. These documents will be reviewed for indications of the manufacture, generation, use, storage, and/or disposal of hazardous substances at the Site. The collection of soil/groundwater samples or performance of analytical laboratory testing for the presence of contaminants is not included in this scope of services. In addition, vapor intrusion delineation, a formal asbestos assessment and sampling, lead in drinking water analysis, radon screening, or formal wetland delineation are not included in this scope of work, but can be performed for an additional cost.

The scope of services outlined herein is intended to provide an evaluation of potential issues relating to hazardous materials and wastes at the site in general accordance with the United States Environmental Protection Agency (USEPA) 30 CFR Part 12 Standards and Practices for All Appropriate Inquiries (AAI) -Final Rule approved November 1, 2005 and the American Society of Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (Standard E 1527 05) approved November 1, 2005.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

1. Project Management

Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication. This includes but is not limited to the following tasks:

- Development and maintenance of a project schedule.
- Weekly updates to the Client via phone or email.

EXHIBIT A

- **Coordination meetings with City staff, subconsultants and stakeholders.**
- **Progress updates with monthly invoices that detail work progress related to schedule and budget.**
- **Quality assurance and design reviews.**

2. Data Collection

- **Purchase and review of an environmental database report along with historical resources indicating recorded potential contamination issues and past uses of the property.**
- **Performance of a pedestrian survey of the property to look for visible evidence of potential contamination or sources of potential contamination.**
- **Correspondence with the Kansas City, Missouri Fire Department's Hazardous Materials Unit regarding records of incidents or potential contamination issues associated with the property.**

3. Report

- **Provide a report detailing the results of the previous activities that is in accordance with the ASTM Standard E 1527 05 and identifies any recognized environmental conditions associated with the property.**

Hourly Fee Estimate and Schedule:
Phase I ESA - 3301 Gardner Ave

Phase I Environmental Site Assessment -3301 Gardner Ave														
Kansas City, MO Water Services														
Hourly Breakdown of Professional Engineering & Surveying Fees														
TASK DESCRIPTIONS	SCHEDULE		OLSSON Staff, Rates* and Hours					HG Consult		TOTAL HOURS & FEES				
	Begin	End	Project	Sr. Proj.	Asst.	Design	Sr.	Admin.	Senior	Project	Hours	Prof. Fees	Reimb. Expense	TOTALS
			Principal	Engineer	Engineer	Tech.	Scient.	Asst.	Env Scientist	Engineer				
1. Project Management			2								2	\$360	\$60	\$400
2. Environmental database review	2/15	2/22							4		4	\$708		\$708
3. Field investigations	2/22	3/1							4		4	\$708	\$100	\$808
3. Project correspondence	3/1	3/8							8		8	\$1,416		\$1,416
4. Report	3/8	3/15	2						12		14	\$2,474		\$2,474
TOTAL ALL TASKS:			4	0	0	0	0	0	28	0	32	\$6,668	\$180	\$6,848
<i>* Estimated rates shown. Actual rates will vary based on salary of staff assigned per Master Agreement</i>									\$4,968					
									85%					

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 4

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1, 2 & 3 for \$9,984.00, \$72,714.00 and \$5,252.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$11,485.00 for the following additional services;

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

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

Add the following to section 2. B.:

Amendment No.4 is for Stormwater Replacement and Design Study for 117th St. and Holmes Road Channel Improvements (Project # 82000234) Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$149,435.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:

B. Not to exceed \$50,000.00 for general stormwater services requested.

C. Not to exceed \$9,984.00 for Amendment No. 1.

- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3
- F. Not to exceed \$11,485.00 for Amendment No. 4.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

G. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.

H. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount

of damages due City from Design Professional may be determined, and

2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$300,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.


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

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

DESIGN PROFESSIONAL

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

Date: 12/16/15

By: 

Title: Vice-President

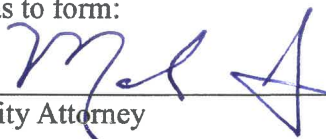
KANSAS CITY, MISSOURI

Date: 12/23/15


By: 

Title: Director, Water Services

Approved as to form:


Assistant City Attorney

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

 12-30-2015
Director of Finance (Date)

SCOPE OF SERVICES

***117th Street and Holmes Road Channel Improvements
Kansas City, MO***

Replacement and Design Alternatives Study

These engineering services consist of developing a repair and replacement plan and alternatives analysis for a failing concrete channel along the reach shown in the attached map. The channel generally runs from 115th Street and Wornall Road southeast to 117th Street and Holmes Road. The study will document the existing conditions of the channel, provide a replacement plan, evaluate other channel material and sections that could be used in-lieu of a concrete, and provide an opinion of probable construction costs. A recommendation will be provided that provides the most cost effective method to rehabilitate the deteriorated channel.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

1. Project Management

Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication. This includes but is not limited to the following tasks:

- Development and maintenance of a project schedule.
- Weekly updates to the Client via phone or email.
- Coordination meetings with City staff, subconsultants and stakeholders.
- Progress updates with monthly invoices that detail work progress related to schedule and budget.
- Quality assurance and design reviews

2. Data Collection

Olsson shall collect all applicable data, as-built plans, GIS data and utility information for the project limits. In addition to the data collection, Olsson will:

- Conduct a field investigation to review the condition of the existing channel and to record the physical dimensions. A hand held GPS device will be used to record sections of the channel that are in need of repair or replacement. Photographs of the channel will be taken and incorporated into a photo log for the study.
- Collect and review plat information from the surrounding area to determine existing drainage easement locations and dimensions. Title work is not included with the scope of services.

3. Conceptual Study / Alternative Analysis

Hydrologic and Hydraulic Modeling and Analysis

EXHIBIT A

- Delineate drainage boundaries for the watershed and develop peak flow rates for the 2-, 10-, and 100-year storm events utilizing APWA methods.
- Analyze the existing hydraulics of the concrete channel utilizing Manning's equation to determine the depth of flow at the design storm events.

Replacement Plan and Alternative Solutions

- Prepare an exhibit of the existing channel, identifying sections in need of repair or replacement.
- Prepare an exhibit and opinion of probable costs for replacing or repairing the concrete channel in-kind.
- Evaluate two additional alternatives that may provide a longer service life, reduced construction or maintenance costs, or improve water quality. Prepare a section and plan view depicting channel section locations. Provide an opinion of probable construction costs for each alternative.
- Prepare and submit a (2-3 page) Design Alternatives Memorandum describing and illustrating the proposed alternatives, benefits and impacts, costs, and recommended alternative.

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 3

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendments #1 & 2 for \$9,984.00 and \$72,714.00 respectively; and

WHEREAS, the City desires to amend the total contract amount by \$5,252.00 for the following additional services;

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

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

Add the following to section 2. B.:

Amendment No. 3 is for Stormwater Detention Study for 40th & Monroe (Project # 82000177) Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$137,950.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.
- E. Not to exceed \$5,252.00 for Amendment No. 3.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- F. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- G. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$300,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

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

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

DESIGN PROFESSIONAL

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

By: 

Title: Vice-President

Date: 10/2/15

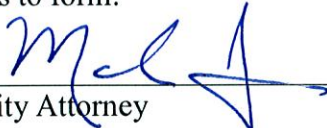
KANSAS CITY, MISSOURI

By: 

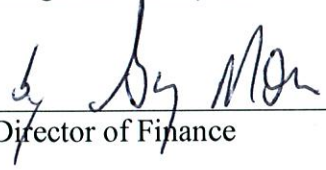
Title: Director of Water Services

Date: 10/20/15

Approved as to form:


Assistant City Attorney

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

 10-22-2015
Director of Finance (Date)

SCOPE OF SERVICES

***Stormwater Detention Study – 40th & Monroe
Kansas City, MO***

These engineering services consist of completing a study to evaluate flood reduction benefits associated with a potential stormwater detention facility constructed in the church parking lot at the southwest corner of E. 39th Street and Askew Avenue. The goal of the detention would be to protect homes that currently flood at 4004 and 4008 Cleveland Avenue from 1%-chance and smaller flood events. Up to three detention facility layouts will be developed and evaluated for effectiveness, cost, and land impacts.

Olsson Associates will conduct the following tasks under this agreement:

1. Conduct field investigations of the properties and surrounding areas described above. Review prior 2012 Olsson sub-shed study and utilize existing surveys and hydrologic and hydraulic data. It is assumed no additional field survey will be required for this scope.
2. Develop stormwater detention layouts (up to 3) on the church property at 39th and Askew. Options to be evaluated include underground vaults and pipe systems with varying depths and footprints. Some surface detention will be evaluated as well in combination with underground detention.
3. Conduct detention routing modeling for the detention systems and determine outflow hydrographs to be routed downstream.
4. Model downstream 1%-chance flood flows and levels at 4004 and 4008 Cleveland. Determine if adequate detention can be achieved to protect the two homes from 1%-chance flooding.
5. If detention is feasible, develop project cost estimates for the three layouts and recommend a detention system for implementation.
6. Prepare a Design Memorandum summarizing the recommended solution, hydraulic performance, methodology, costs and probable property and utility impacts. Prepare plan and section view of the recommended detention facility and a watershed map. Memorandum will also contain supporting cost data and modeling files.
7. Conduct internal quality control reviews.
8. Coordinate with City staff throughout the process and meet twice to review progress findings and the final deliverables.
9. Provide three (3) hard copies and digital versions of final deliverables.

Hourly Fee Estimate and Schedule
40th Monroe Stormwater Detention Evaluation

Exhibit B

TASK DESCRIPTIONS	SCHEDULE		Staff, Rates and Hours			Hg Senior Engineer \$155	Hours	TOTAL HOURS & FEES	
	Begin	End	Sr. Proj. Engineer \$155	Project Engineer \$134	Design Tech. \$88			Prof. Fees	Reimb. Expense
Task 1 - Project Management Coordination with City staff			1	2			3	\$423	\$423
Task 2 - Review of Study and Detention Design Review of previous Study and hydrology and hydraulic modeling Detention and Flood Reduction Calculations	10/12	10/29		1	6	1	22	\$289 \$2,672	\$289 \$2,672
Task 3 - Design Memo Preparation Prepare Design Memo, including modeling output and files Prepare Figures & Tables Cost Estimate Quality control review, City review coordination	10/30	11/6		4	6	1	5 6 1 3	\$691 \$528 \$134 \$465	\$691 \$578 \$134 \$465
TOTAL ALL TASKS:	10/12	11/6	2	24	12	4	42	\$5,202	\$50 \$5,252

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 2
CONTRACT #320
ON-CALL STORMWATER ENGINEERING SERVICES
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City previously amended the contract through amendment #1 for \$9,984.00; and

WHEREAS, the City desires to amend the total contract amount by \$72,714.00 for the following additional services;

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

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

Add the following to section 2. B.:

Amendment #2 is for design and construction services for the Loma Vista Stormwater Improvements (Project # 82000148) Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$132,698.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.
- D. Not to exceed \$72,714.00 for Amendment No. 2.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- E. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- F. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$300,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.


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

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

DESIGN PROFESSIONAL

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

Date: 9/21/15

By: 

Title: Vice President

Date: 9/21/15

By: Brent Johnson

Title: Team Leader

Date: 10/20/15

KANSAS CITY, MISSOURI

By: 

Title: Director of Water Services

Approved as to form:

Assistant City Attorney

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


by  10.22.2015
Director of Finance (Date)

EXHIBIT A

SCOPE OF SERVICES

Loma Vista Stormwater Improvements Kansas City, MO

Final Design and Construction Services

These engineering services consist of completing final design and bid related services for stormwater improvements within the Loma Vista neighborhood. Loma Vista is bordered by Blue Ridge Boulevard on the east and south, Old Santa Fe Road on the west and 87th Street on the north. The Loma Vista improvements were previously studied on February 4, 2013 and the final design of improvements will follow recommended Option 2, which includes replacing the 48-inch corrugated metal pipe under Eastern Avenue with a 14'x5' reinforced concrete box (RCB); constructing a detention basin on two properties currently being acquired by the City; and a new 6'x4' RCB underneath Old Santa Fe Road.

General

Olsson shall perform for Client, professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice.

1. Project Management

Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication. This includes but is not limited to the following tasks:

- Development and maintenance of a project schedule.
- Weekly updates to the Client via phone or email.
- Coordination meetings with City staff, subconsultants and stakeholders.
- Progress updates with monthly invoices that detail work progress related to schedule and budget.

2. Data Collection

Olsson shall collect all applicable data, plans, utility information and previous topographical surveys completed for the project limits. In addition to the data collection, Olsson will:

- Conduct a site investigation to become familiar with the project surroundings since the last study. Also, the topographic survey that has been previously completed will be reviewed for adequacy and identified changes marked on the available drawings.
- Existing design topographic and boundary survey files in CAD format will be provided by the City. Limited survey will be collected to verify the data previously collected. Spot checks on critical elevations will be collected and compared to existing data. Locate property corners to verify property data from original survey (does not include full boundary survey).
- The previous survey will be downloaded and prepared into a survey basemap for Olsson's use in preparing final design plans for the project. Survey data will be set on Olsson's standard CAD layers and line types.

EXHIBIT A

- Existing plats will be collected and the property and easement information will be drawn into the survey basemap. Title work is not included with the scope of services. The City shall provide the necessary title work prior to preparing the easement documents.
- Issue information and design plans to utilities at the four project milestones per City standards for project initiation, preliminary design, final design and pre-construction. Keep a tabulation record of utilities contacted and identified clearances or conflicts.

3. Field Check / Preliminary Design

Olsson shall prepare preliminary construction drawings of the proposed improvements. Design elements for preliminary plans will include:

- Reviewing the hydrology and hydraulic modelling of the project site. Updates will be made based on the survey data collected.
- Prepare cover sheet, general notes, and survey control sheets
- Prepare typical channel and roadway sections
- Create a drainage map and hydrologic calculations
- Prepare RCB plan and profile sheets
- Create a grading plan and outlet structure for detention basin
- Prepare preliminary traffic control plans and related sidewalk detours
- Prepare an opinion of probable construction costs
- Conduct a quality control review of the prepared documents. Revise the drawings and calculations.
- Submit preliminary plans to the City and utility companies
- Conduct a field check of the project site.

4. Right-of-Way Plans & Easements

Furnish legal descriptions and exhibits of the proposed takings. It is anticipated that easements will be needed on four properties. The proposed easements will be staked one time at the City's request. Title reports will be obtained and paid by the City.

5. Public Information

A public information meeting will be held with the adjacent property owners on the project. The City shall coordinate the meeting and mail out invitations to the property owners. Olsson will prepare display boards or a presentation to the public at a determined time by the City. Olsson staff members will be on hand to present the proposed improvements and answer any related questions regarding the project.

6. Permitting

Olsson shall prepare the required permit applications for the project and submit them to the City for review and delivery to the appropriate agency as required. All permit fees will be paid for by the City. The following permits are anticipated with the project:

EXHIBIT A

- Applications to the US Army Corps of Engineers (USACE) Section for 404 Permitting. A Nationwide permit is assumed under this scope, which includes the following:
 - Completed Department of the Army Section 404 Application form and list of adjacent landowners.
 - Appropriate maps and engineering drawings.
 - A description of the purpose and need for the project.
 - A discussion of project alternative sites and on-site alternatives.
 - A discussion of avoidance and minimization of impacts to jurisdictional waters of the United States.
 - Prepare responses to public comments and to COE and other agencies comments as necessary.

In the event the USACE requires an Individual Permit, a supplement to the proposed work will be prepared to complete the permit process.

- State Historical Preservation Office
- Missouri Department of Conservation (Endangered Species review)
- Draft stormwater pollution prevention plan (SWPPP). Contractor to finalize the document prior to construction

7. Final Plans

Prepare final plans and design for the project. The list of sheets anticipated to be included is as follows:

- Cover sheet, general notes, survey control sheets and summary of plan quantities
- Typical sections for channel grading and roadway reconstruction
- RCB plan and profile sheets
- Incorporate MODOT and KCMO Standard Details for RCBs, wingwalls (no special structural design assumed)
- Grading plan and outlet structure details for detention basin
- Traffic control plans, sidewalk detours and pavement marking
- Erosion and sediment control plans
- City standard and special detail sheets

Final specifications and an opinion of probable construction costs will be prepared based on the final plans and submitted to the City for review. All final plan documents will be shared with utility companies to begin utility relocation work.

8. Bidding

Bid documents will be submitted to the City for distribution to contractors during the bidding process. All reproduction of plan sets and specifications will be the City's responsibility. Addendums necessary for the project will be completed by Olsson. Olsson will also attend the project bid opening, respond to questions and clarifications during the bidding process, and review bids prepared by contractors.

EXHIBIT A

9. Construction

Section 00700 Construction General Conditions ("GCs") for this project is incorporated. The Design Professional shall provide the following services required in Section 00700.

- Attend Pre Construction Conference and review and approve project schedule in accordance with Sec. 00700, Article 2.
- Designate a representative(s) to attend meetings at the job site and review construction procedures upon request, up to a maximum of 3 site visits or meetings.
- Review and approve substitutes and "Or-Equal" Items, submittal of materials and/or certification as required by City, and Shop Drawings in accordance with Sec. 00700, Article 6.
- Review and approve Work Change Directives in accordance with Sec. 00700, Articles 1 and 10.
- Review and approve Change Orders in accordance with Sec. 00700, Articles 10, 11, and 12.
- Review and respond Request for Interpretation (RFI) in accordance with Sec. 00700, Articles 9.
- Determine Unit Prices in accordance with Sec. 00700, Article 9.
- Design Professional will review and approve contractor's Application for Payment, Schedule of Values, and contractor's verification of quantities in accordance with Sec. 00700, Article 14 upon request. This work is not anticipated except in special circumstances.
- Review and recommend on defective work in accordance with Sec. 00700, Articles 9 and 13.
- Recommend substantial completion, attend project walkthroughs, develop punch list, and approve final payment in accordance with Sec. 00700, Articles 9 and 14.
- Review and recommend on claims and/or disputes in accordance with Sec. 00700, Article 9 and 16. Prepare mylar record drawings to show significant changes made during construction of the project based on final survey provided by the contractor.

Optional Services

The following services are not included in the Base Scope, but are provided for reference should the work be required or desired at a later date by the City:

1. Full Topographic Survey. In the event it is determined through the field survey verification that all or parts of the existing available topographic data are either inaccurate or unusable, Olsson will conduct a full topographic survey of the project corridor areas needed. The survey would include ground elevations of the channel and adjacent buffer to a width of approximately 100 feet, utilities, fences, trees larger than 8" diameter, buildings, landscape areas and other visible above-ground improvements. A base map will be prepared for use in design. Additional fees would be developed once the extent of the survey gaps are determined.

EXHIBIT A

Exclusions

The following items are not included with the scope of work. If the City desires to complete these additional services, a supplemental agreement and fee shall be prepared and approved by the City prior to beginning the work.

- Sanitary sewer relocation plans or adjustments.
- Phased traffic control plans and detours. An assumption is that Eastern Avenue and Old Santa Fe Road can be closed independently during construction.
- All property title work shall be provided by the City.
- Additional permits including; USACE individual permit, FEMA CLOMR/LOMR, floodplain development permits, etc.
- Roadway profile changes. It is assumed the existing pavement can be replaced in kind with no change in the roadway profile.
- Pre-bid and pre-construction conferences
- Construction observation and testing.

Hourly Fee Estimate and Schedule:
Loma Vista Stormwater Improvements

TASK DESCRIPTIONS	SCHEDULE		Staff, Rates* and Hours										SK Design			TREKK Staff			TOTAL HOURS & FEES		
	Begin	End	Sr. Eng. \$155	Asst. Eng. \$95	Design Tech. \$84	Assoc. Scientist \$89	Landsc. Arch. \$90	Admin. Asst. \$50	Proj. Eng. \$133	Design Eng./Tech \$84	Senior Surveyor \$102	Survey Crew \$145	Eng./Tech. \$58	Hours	Prof. Fees	Reimb. Expense	TOTALS				
Task 1 - Project Management																					
Coordination meetings with City staff			8	4													\$1,620				
Project schedules, updates and sub-consultant coord.			8	2													\$1,430				
Utility coordination/meetings (4)								4	8								\$2,012				
Task 2 - Data Collection, Research, Base Mapping	10/5	10/23																			
Collect/review existing topo data, plans, utility info & studies			4	4	4					4							\$1,124				
Project site investigation			4	4							16						\$1,000				
Perform verification survey, select locations												10					\$2,470				
Develop base map and surface from previous survey										8		8					\$880				
Review existing plans and property corners, update as necessary																	\$1,520				
Task 3 - Preliminary Design and Plan Preparation	10/23	12/4																			
Review/refine hydrology and hydraulic modeling			4	8	8												\$1,380				
Prepare cover sheet, general notes and survey control sheets				8	8												\$672				
Prepare typical channel and roadway sections			2	12	16												\$2,104				
Create drainage map and hydrologic calculations			2	8	8												\$2,122				
Prepare RCB plan and profile sheets			20	24	24												\$3,916				
Create grading plan and outlet structure for ED basin			2	12	36												\$4,474				
Prepare preliminary traffic control plans and sidewalk detour			12	2					4								\$1,416				
Prepare opinion of probable construction costs			4	2	2												\$500				
Quality control review			2	2	2				4								\$1,160				
Submit preliminary plans for City review			2	2	2												\$608				
Field check project site with City staff			2	2	2												\$500				
Task 4 - Right of way and easements	12/4	12/18																			
Furnish legal descriptions and exhibits of proposed takings (4 tracts)										8		8					\$1,520				
Stake proposed easements (1 time)																	\$1,160				
Task 5 - Public Information	12/18	1/15/16																			
Prepare for and attend one public meeting for the project			4	6	10				4								\$1,190				
Create display boards and exhibits to depict the proposed plan																	\$300				
Task 6 - Permitting and Approvals	12/4	1/29																			
MDC (Endangered Species Review) and SHPO			2		1				4								\$629				
USACE 404 Nationwide permit					10			24	24								\$4,440				
SWPPP - review/modify City std.								6	6								\$810				
Task 7 - Final Design and Plan Preparation	12/18/15	2/5/16																			
Finalize hydrology and hydraulic calculations			1	8	8												\$915				
Update general notes, survey control sheets and summary of city				2	6												\$672				
Prepare typical channel and roadway sections				16	50												\$984				
RCB plan and profile sheets				12	24												\$5,720				
Grading plan and outlet structure for ED basin				12	24												\$3,156				
Prepare final traffic control plans, pavement marking				18	24				8	10							\$1,920				
Prepare erosion and sediment control plans				4	16				4	16							\$1,884				
Prepare standard and special detail sheets				12	20												\$2,820				
Prepare project manual and special specifications			6	8	4				4								\$1,890				
Prepare opinion of probable construction costs			4	4	4												\$1,000				
Quality control reviews			4	2	2				4								\$1,160				
Submit final plans for City review				8	8												\$758				
Revise final plans based on City comments				2	2												\$400				
Task 8 - Bidding	2/10	3/10																			
Attend bid opening, review bids, recommendation			2														\$310				
Respond to questions and issue addendums for the project			8														\$1,240				
Task 9 - Construction Services																					
Pre-Con Meeting and Site Meetings/Visits (3)			6														\$930				
Review submittals, directives, change orders, RFIs, pay apps			16														\$2,480				
Final project walk-through, punch list, final pay app review			8														\$1,240				
TOTAL ALL TASKS:			81	152	226	11	4	4	62	34	20	24	26	644	\$66,552	\$1,100	\$72,714				
* Approximate rates shown. Actual rates will vary based on staff assigned per Master Agreement and salary multiplier									\$11,226	15%	\$7,808	11%									

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT #320

ON-CALL STORMWATER ENGINEERING SERVICES

WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Olsson Associates (Design Professional). The parties amend the Agreement entered into on July 8, 2015, as follows:

WHEREAS, City has previously entered into an on-call design professional contract #320 dated 7/8/2015 with Olsson Associates in the amount of \$50,000; and

WHEREAS, the City desires to amend the total contract amount by \$9,984.00 for the following additional services;

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

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

Add the following to section 2. B.:

Amendment #1 is for design services for the Channel Erosion Study of Dean Lane Phase II. Specific scope, fee and schedule are contained in **Exhibits A and B**.

Delete and replace Sec. 4 with the following:

Sec. 1. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$59,984.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.),*** as follows:
- B. Not to exceed \$50,000.00 for general stormwater services requested.
- C. Not to exceed \$9,984.00 for Amendment No. 1.

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.
 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- D. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- E. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, 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. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$300,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.


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

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

DESIGN PROFESSIONAL

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

Date: 9/21/15

By: 

Title: Vice President


Date: 9/21/15

By: Brent Johnson

Title: Team Leader

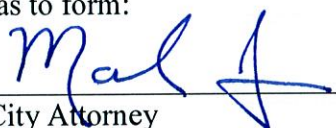
KANSAS CITY, MISSOURI

Date: 10/20/15


By: 

Title: Director of Water Services

Approved as to form:


Assistant City Attorney

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

by  10-22-2015
Director of Finance (Date)

SCOPE OF SERVICES

***Channel Erosion Study – Dean Lane Phase II
Kansas City, MO***

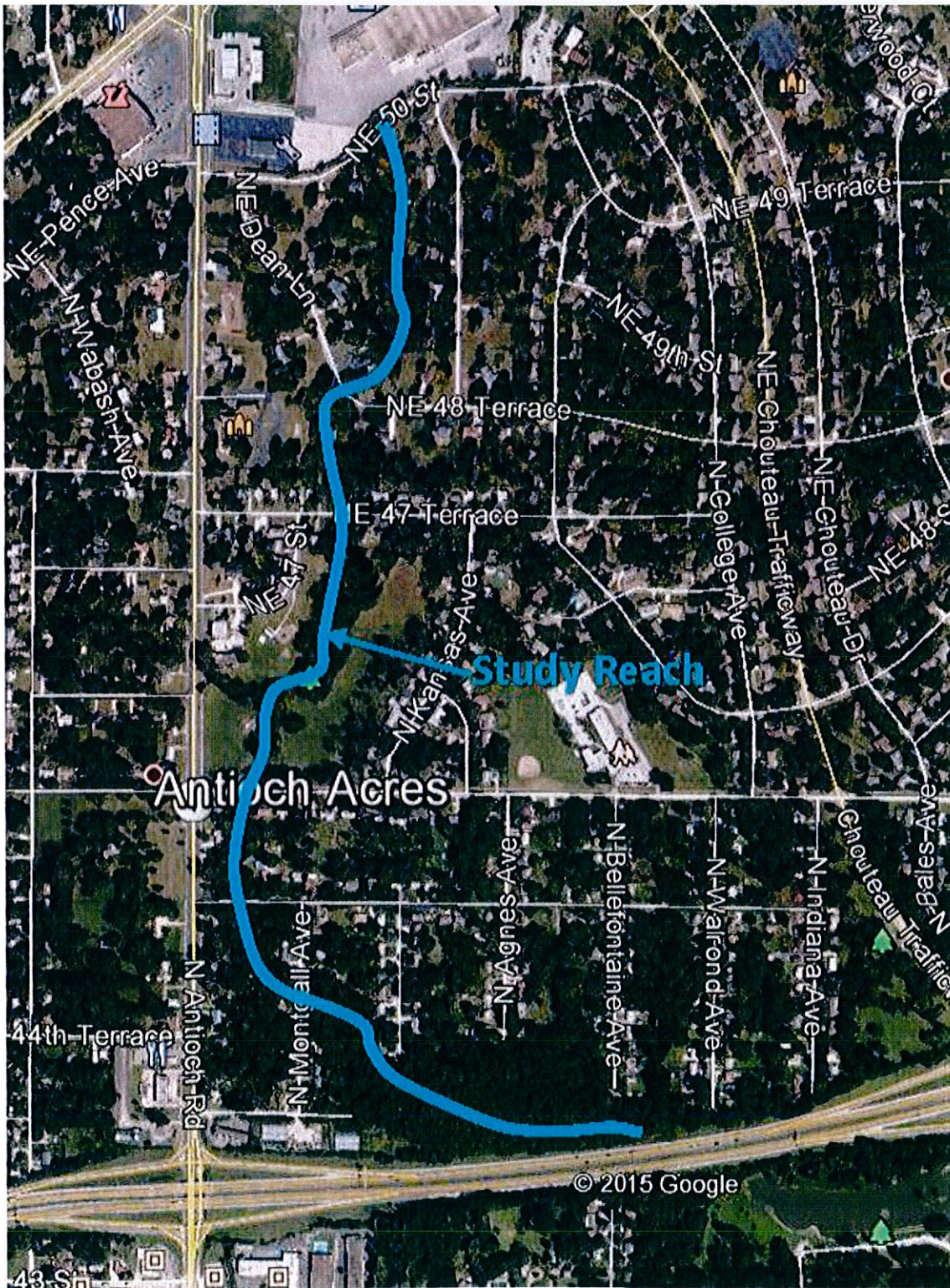
These engineering services consist of completing a Channel Erosion Study for the channel running from approximately NE 50th St., east of Antioch Road, downstream past Montgall Avenue to I-35, as shown on the attached project area map. The effort will involve a rapid channel assessment, limited topographic survey at critical locations to identify potential channel movement since the previous 2012 study was completed, and recommended actions to stabilize the channel and protect properties and infrastructure adjacent to the stream channel.

Scope of Services

Olsson Associates will conduct the following tasks under this agreement:

1. Conduct field investigations to identify areas of channel bank erosion and/or down-cutting that are at risk of impacting adjacent properties and infrastructure.
2. Conduct limited field survey at select locations, identified through the field investigation, to compare against previous surveys and topographic data and estimate channel migration, as well as evaluate bank slopes for stability.
3. Review historical aerials, as available, to evaluate historical channel migration patterns.
4. Document findings of the field investigation with a photo log and brief memorandum of findings.
5. Develop recommended measures to stabilize actively eroding areas that threaten infrastructure or private property; prepare conceptual exhibits and budget-grade construction cost estimates.
6. Provide hard copies and digital versions of final deliverables.

Project Area Map



Hourly Fee Estimate and Schedule:
Channel Erosion Study - Dean Lane Phase II

Exhibit B

TASK DESCRIPTIONS	SCHEDULE		OLSSON Staff, Rates* and Hours							Hg		TREKK			TOTAL HOURS & FEES		
	Begin	End	Project Principal \$175	Sr. Proj. Engineer \$150	Asst. Engineer \$90	Design Tech. \$80	Sr. Scientist \$96	Admin. Asst. \$50	Sr. Eng. \$160	Design Eng./Tech \$106	Senior Surveyor \$110	Survey Crew \$145	Eng./Tech. \$80	Hours	Prof. Fees	Reimb. Expense	TOTALS
1. Field Investigations	11/2	11/9		8			4							12	\$1,584	\$50	\$1,634
2. Limited Field Survey	11/9	11/16									1	8	3	12	\$1,510	\$100	\$1,610
3. Channel Pattern Review	11/16	11/23		4		2								6	\$760		\$760
4. Memorandum of Findings, Photo Log	11/23	12/7		10	6			2	2					20	\$2,460		\$2,460
5. Recommendations, Exhibits, Estimates	12/7	12/21	1	6	4	8		2	4					25	\$2,815		\$2,815
6. Final Deliverables, Client Coordination Review	12/21	12/28	1	2		1								4	\$555	\$150	\$705
TOTAL ALL TASKS:			2	30	10	11	4	4	6	0	1	8	3	79	\$9,684	\$300	\$9,984
* Estimated rates shown. Actual rates will vary based on salary of staff assigned per Master Agreement												\$960	\$1,510				
												10%	15%				

DESIGN PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 320
ON-CALL STORMWATER ENGINEERING SERVICES
WATER SERVICES DEPARTMENT, STORMWATER ENGINEERING
CITY OF KANSAS CITY, MO

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Olsson Associates ("Design Professional"). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: The professional services to be provided under this Agreement will be on an indefinite delivery indefinite quantity on-call, hourly basis in order to accomplish projects and/or project tasks for the City. The Design Professional will provide a broad range of engineering, survey, technical and project management related services, and attend meetings with the City on an on as-needed basis.

Professional Services provider (Design Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of the Design Professional's staff members on a cooperative/collaborative basis as needed to complete engineering tasks/projects.

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

- A. General tasks to be performed under this contract may include, but not be limited to the following: design and delivery of construction documents for an entire capital improvement project; support on portions of a project under the direction a City project manager (i.e. survey, drafting, quality control checks, modeling, inspections); or general consulting and assistance in planning, budgeting, cost estimating, design, analysis, reporting and other tasks as-needed by the City and further described in specific task agreements.
- B. Specific tasks to be performed under this contract services may include, but are not limited to, surveying, drafting, GIS management and support services, performing studies, evaluation and recommendation of improvements, civil and water resources engineering, hydrologic and hydraulic modeling, estimates of construction costs, right-of-way and easement acquisition, geotechnical/soils testing and engineering, structural engineering, environmental assessments and permitting, construction management, construction inspections, and design of stormwater management systems, including sustainable "green" BMPs or other improvements necessary to improve or maintain the stormwater management system. Design and analysis of levee systems, pumps stations, water mains and sanitary sewers may also be required.
- C. Tasks estimated to cost more than \$2,500.00 shall be authorized by Contract Amendments. Contract Amendments shall be used to describe the parties' mutual agreement on the Scope of

- Services, schedule, compensation, and other particulars as stated therein. Contract Amendments are binding only after acceptance and execution by duly authorized representative of both parties. Each Contract Amendment shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this agreement. Contract Amendments will be issued for specific personnel with the Design Professional, including MBE/WBE subconsultants, on a project by project basis. Personnel selected shall not be changed without approval of the City and may be grounds to terminate the contract.
- D. Tasks estimated to costs less than \$2,500.00 and that are part of the basic contract may authorized by e-mail
 - E. 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 7**.
 - F. 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.
 - G. 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.
 - H. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$50,000.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.*),** as follows:

1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.

2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$10,000.00, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, 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:

City of Kansas City, MO, Water Services Department

Design Prof. Service Agreement Part I 102014

ATTN: Robert Davis
4800 E. 63rd Street
Kansas City, MO 64130
Phone: 816.513.0573 / Fax: 816.513.0366
Email: robert.davis@kcmo.org

Design Professional:

Olsson Associates

Contact: Tony Stanton

Address: 7301 W. 133rd St., Suite 200 Overland Park, KS 66213

Phone: (913) 381-1170 Facsimile: (913) 381-1174

E-mail address: tstanton@olssonassociates.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. 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.
- C. Provide standard City forms as required.
- D. Provide City – Licensed Geographical Information System Data set forth in **Attachment 6**, 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 1 – On Call Scope of Services
- Attachment 2 – Schedule of Hourly Rates and Expenses
- Attachment 3 – Employee Eligibility Verification Affidavit

- Attachment 4 – HRD Documents
- Attachment 5 – Insurance Certificate
- Attachment 6 - City Licensed Geographical Information System Data
- Attachment 7 – Electronic Format Requirements

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

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 4**. 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.

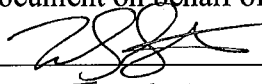
Each party is signing this Agreement on the date stated opposite that party’s signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL


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

Date: 6/24/15

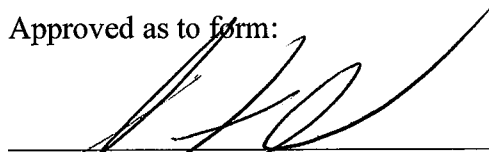
By: 
Name: Tony S. Stanton
Title: Vice President

KANSAS CITY, MISSOURI

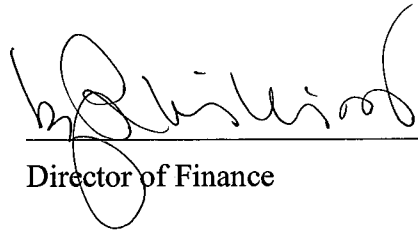
Date: 8/11/15

By: 
Name: Terry Leeds
Title: Director, Water Services

Approved as to form:


Assistant City Attorney

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

 8/13/15
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

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

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

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

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

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

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

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$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_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first

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

ATTACHMENT 1

Contract Number 320 Storm Water Projects – On Call Engineering Services Stormwater Engineering

SPECIFIC PROJECT SCOPES:

Capital Improvements: The City must design and construct improvements to the stormwater conveyance system as part of the annual PIAC funded improvements, ongoing maintenance and other means and funding sources to change, restore, improve or add to the stormwater conveyance system. The Stormwater Utility Division intends to manage the design of most of these projects with in-house staff but requires the regular assistance of professionals to perform the following services. Specific Task Agreements will be assigned by memorandum following a discussion of the services and skills needed for each project. Some projects may require work in the field, some may be completed in the consultant's offices, and some may require consultant's staff to work in Water Services Department offices. It is anticipated that staff with skills in the following areas will be needed for tasks:

- Surveying field work with two person crews with Registered land surveyor
- ROW acquisition assistance including O&Es and tract maps(not title work by a subcontracted title company)
- Civil and survey drafting
- GIS (Graphical Information System) data input and attributes definitions
- Hydraulics and hydrology modeling
- Civil works design, especially storm drainage with cost estimating
- Geotechnical / soils (consulting and possibly testing not drilling)
- "Green" vegetated storm management facilities such as bio-swales and rain gardens
- Construction management
- Construction inspection
- Project management and complete design services.

ATTACHMENT 2

SCHEDULE OF HOURLY RATES & EXPENSES

Contract No. 320

Note: Multiplier of 3.04 will be applied to salary rates below to include overhead & profit.

	Position Classification	Hourly Salary Rate Range
1	Principal	\$62 - \$79/hr
2	Senior Engineer	50 - 60
3	Senior Project Engineer	47 - 54
4	Project Engineer	42 - 48
5	Associate Engineer	35 - 40
6	Assistant Engineer	27 - 34
7	Senior Landscape Architect	44 - 50
8	Project Landscape Architect	35 - 42
9	Assistant Landscape Architect	24 - 30
10	Project Planner	32 - 40
11	Senior Scientist	45 - 50
12	Associate Scientist	28 - 32
13	Senior Surveyor	32 - 45
14	Surveyor	28 - 36
15	Assistant Surveyor	15 - 25
16	Design Technician	30 - 36
17	Senior Technician	22 - 27
18	Assistant Technician	19 - 24
19	Senior Construction Manager	44 - 48
20	Project Construction Inspector	25 - 32
21	Drilling Crew	55
22	Administrative Assistant	15 - 24

ATTACHMENT 3

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Kansas)
) ss
COUNTY OF Johnson)

On this 17 day of June, 2015, before me appeared Megan Lilly, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

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

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

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

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

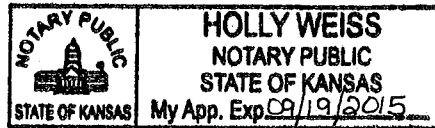
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

M. Lilly
Affiant's signature

Subscribed and sworn to before me this 17th day of June, 2015.

Holly Weiss
Notary Public

My Commission expires:



Company ID Number: 37287

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND OLSSON ASSOCIATES

DATE: 10/15/01

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Olsson Associates (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 37287

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

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

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

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

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

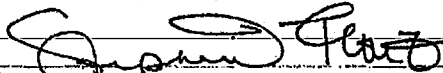
The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Olsson Associates

Stephanie Flores
Name (Please type or print)

Human Resources
Title


Signature

12.13.2006
Date

Department of Homeland Security - Verification Division

Company ID Number: 37287

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

12/13/2006

Signature

Date

- b. Name of M/WBE Firm VSM Engineering, LLC (WBE)
 Address 8008 N Chatham Ave, Kansas City, MO 64151
 Telephone No. 816.914.1788
 I.R.S. No. 68-0596334
- c. Name of M/WBE Firm Hg Consult, Inc (MBE)
 Address 10512 N Euclid Ave, Kansas City, MO 64155
 Telephone No. 816.912.4720
 I.R.S. No. 27-1675196
- d. Name of M/WBE Firm SK Design Group, Inc (MBE)
 Address 4600 College Blvd, Overland Park, KS 66211
 Telephone No. 913.451.1818
 I.R.S. No. 48-1121861
- e. Name of M/WBE Firm SE3, LLC (MBE)
 Address 230 SW Main St, Lee's Summit, MO 64062
 Telephone No. 816.272.5545
 I.R.S. No. 20-1307980
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>SK Design Group, Inc</u>	<u>Contractor</u>	<u>\$5,000</u>	<u>\$5,000</u>	<u>10%</u>
<u>Hg Consult, Inc</u>	<u>Contractor</u>	<u>\$1,500</u>	<u>\$1,500</u>	<u>3%</u>
<u>SE3, LLC</u>	<u>Contractor</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>2%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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: Tony Stanton
Address: 7301 W 133rd St, Suite 200
Overland Park, KS 66213
Phone Number: 913.381.1170
Facsimile number: 913.381.1174
E-mail Address: tstanton@olssonassociates.com

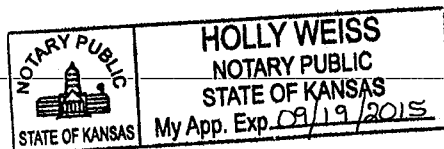


By: [Signature]
Title: Vice-President
Date: 6/17/15
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 17th day of June, 2015

My Commission Expires: 09/19/2015

[Signature]
Notary Public





LETTER OF INTENT TO SUBCONTRACT

Project Number 320

Project Title On-Call Stormwater Engineering Services

Olsson Associates ("Prime Contractor") agrees to enter into a contractual agreement with SE3, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

On-call stormwater engineering, modeling, CAD drafting, and construction inspections.

for an estimated amount of \$ 1,000 or 2 % of the total estimated contract value.

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



Signature: Prime Contractor

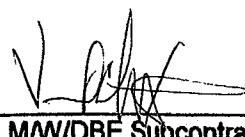
Tony Stanton

Print Name

Vice-President

Title

Date



Signature: M/W/DBE Subcontractor

Vernal Stewart

Print Name

President/CEO June 22, 2015

Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 320

Project Title On-Call Stormwater Engineering Services

Olsson Associates ("Prime Contractor") agrees to enter into a contractual agreement with SK Design Group, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

On-call stormwater engineering, modeling, CAD drafting, and construction inspections.

for an estimated amount of \$ 5,000 or 10 % 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

Tony Stanton

Print Name

Vice-President

Title

Date



Signature: M/W/DBE Subcontractor

Gary M. Urkevich

Print Name

Sr. Project Manager 6-19-15

Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 320

Project Title On-Call Stormwater Engineering Services


Olsson Associates ("Prime Contractor") agrees to enter into a contractual agreement with Hg Consult, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

On-call stormwater engineering, modeling, CAD drafting, and construction inspections.

for an estimated amount of \$ 1,500 or 3 % of the total estimated contract value.


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



Signature: Prime Contractor
Tony Stanton

Print Name
Vice-President

Title
Date



Signature: M/W/DBE Subcontractor
R L GOODWILLIE

Print Name
VICE PRESIDENT 6/19/15

Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 320

Project Title On-Call Stormwater Engineering Services

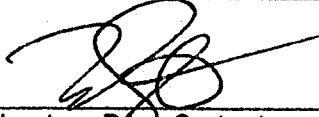
Olsson Associates ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(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.)

On-call stormwater engineering, modeling, CAD drafting, construction inspections and survey.

for an estimated amount of \$ 4,000 or 8 % of the total estimated contract value.


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



Signature: Prime Contractor
Tony Stanton

Print Name
Vice-President

Title



Signature: M/W/DBE Subcontractor
Trent Robinett

Print Name
Partner 6/19/15

Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number 320

Project Title On-Call Stormwater Engineering Services

Olsson Associates ("Prime Contractor") agrees to enter into a contractual agreement with VSM Engineering ("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.)

On-call stormwater engineering, modeling, CAD drafting, construction inspections.

for an estimated amount of \$ 1,000 or 2 % of the total estimated contract value.

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



Signature: Prime Contractor

Tony Stanton

Print Name

Vice-President

Title

Date



Signature: M/W/DBE Subcontractor

Valerie S. McCaw

Print Name

President

Title

Date

No. F00474740

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
AMENDED CERTIFICATE OF AUTHORITY
OF A FOREIGN CORPORATION

WHEREAS,

OLSSON ASSOCIATES, INC.

Formerly,

OLSSON ENVIRONMENTAL SCIENCES, INC.

incorporated under the laws of the State of NEBRASKA and now in existence and in good standing in said State, and qualified to transact business in Missouri has delivered to me, duly authenticated evidence of an amendment to its Articles of Incorporation as provided by law, and has, in all respects, complied with the requirements of the The General and Business Corporation Law of Missouri, governing Amendments to the Articles of Incorporation of Foreign Corporations, and in accordance therewith issue this Certificate of Amendment.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 29th day of JUNE, 2000.

Rebecca McDowell Cook
Secretary of State

\$25.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Debi Dodson PHONE (A/C No. Ext): 402.964.5412 E-MAIL ADDRESS: ddodson@ssgi.com		FAX (A/C No): 402.557.6325
INSURED Olsson Associates, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		INSURER(S) AFFORDING COVERAGE		NAIC #
5761		INSURER A: Charter Oak Fire Ins. Co.		25615 A++
		INSURER B: Travelers Property & Cas Of Am		36161 A++
		INSURER C: Ace American Insurance Co.		22667 A++
		INSURER D: Travelers Indemnity Ins. Co.		25658 A++
		INSURER E: Travelers Indemnity Company		25658 A++
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 100725120** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	P-630-8D707184IND-15	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
<i>SURETY VERIFIED</i> <i>By Christina Lopez 7/28/15</i>							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	P-810-1E019141-COF-15	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	PSM-CUP-1E019165-TIL-15	1/1/2015	1/1/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PVYCKUB-8D98059-4-15	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			EON G25589993 001	1/1/2015	1/1/2016	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Carrier AM Best's Ratings A+XV.
Project: KCMO On-Call Stormwater Engineering Services, Contract No. 320. City of Kansas City, MO is listed as additional insured on a primary and non-contributory basis including products and completed operations with respect to General Liability, Auto Liability and Umbrella Liability as required by written contract. A waiver of subrogation applies as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER City of Kansas City, MO Water Services Department 4800 E. 63rd Street Kansas City MO 64130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Debra A. Woodson</i>
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ATTACHMENT 6

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 7
ELECTRONIC DATA REQUIREMENTS

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

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

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members

continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on

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